

The Airline Operations—Ground Staff Award—Exposure Draft was first published on 2 June 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 March 2019	Incorporates changes resulting from [2018] FWCFB 1548	7.2, 18, 20, 21
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606373 , PR606529 , PR606630	16, 17, 18, 20, Schedule B, Schedule C, Schedule E, Schedule F
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609365	29A (deleted)
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	Incorporates changes resulting from [2018] FWCFB 4695 , PR700535	11.4
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610211	5, 32, 33, 34, 35
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	Incorporates changes resulting from PR701683	Schedule J
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701450	6
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14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	20
	Incorporating changes resulting from [2019] FWCFB 1255 at [41]	A.3.1
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.4 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706890	36
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	12, 14, 15, 16, 17, 18.5, 20, 24, 25, 26, 31, Schedule A, Schedule C, Schedule D
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707459 , PR707661 , PR709080	18, 20, Schedule B, Schedule C, Schedule E, Schedule F
	Incorporating changes resulting from [2019] FWCFB 5144 , PR712248	30
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712248 .	7.2, 7.4, 31.4, Schedule J

Exposure Draft—Airline Operations—Ground Staff Award 20XX

The Airline Operations—Ground Staff Award—Exposure Draft was first published on 2 June 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from [2019] FWCFB 5409	4.3, 4.4, 18
	Incorporating changes resulting from [2019] FWCFB 5619, PR712352 .	24
	Incorporating changes resulting from [2019] FWCFB 6595, PR712693	Schedule F
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3 (moved from clause 5), 5 (deleted), 9, 10, 11, 12, 14, 17.2, 16.3, 18, 18.5, 24.4, 26.2, 29, 35, Schedule A, Schedule C, Schedule J, Schedule G
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 19

EXPOSURE DRAFT

Airline Operations—Ground Staff Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Airline Operations—Ground Staff Award 2010* (the Airline Operations award) as at 2 June 2016 and incorporates award updates up to 4 October 2019. This exposure draft does not seek to amend any entitlements under the Airline Operations award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/254](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.3 inserted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Previous clause 1.3 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Airline Operations—Ground Staff Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

adult apprentice means a person of 21 years of age or over at the time of entering into a training contract as provide for in clause 12—Apprentices

Aircraft Type Rating Endorsement refers to the type rating endorsement which CASA applies to certain aircraft requiring type training and individual type rating as listed in the CASA Advisory Circular AC66-2(6) ‘List of Aircraft Type Ratings for CASR Part 66 Licences’ at Tables 1, 2 and 5, as amended from time to time.

Airline operations industry has the meaning given in clause 4.2.

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave

apprentice – in this award, a reference to an apprentice includes an adult apprentice

CAOs means the Civil Aviation Orders made under the Civil Aviation Regulations

CASA means the Civil Aviation Safety Authority

CASRs means the Civil Aviation Safety Regulations

Category A Licence Holder means an individual who:

- (a) holds a category A licence issued by CASA under Part 66 of the CASRs that is in force and is endorsed with one or more of the following subcategories:
 - (i) A1 aeroplanes turbine;
 - (ii) A2 aeroplanes piston;
 - (iii) A3 helicopters turbine;
 - (iv) A4 helicopters piston; and
- (b) is required by his or her employer to exercise the privileges and authorities of his or her category A licence

Category C Licence Holder means an individual who:

- (a) holds a category C licence issued by CASA under Part 66 of the CASRs that is in force; and
- (b) is required by his or her employer to exercise the privileges and authorities of his or her category C licence

confined space means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

Exclusion means an “exclusion” applied to a licence issued by CASA under Part 66 of the CASRs as listed in the CASR Part 66 Information Booklet as amended from time to time

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

Full Category B1 Licence means a category B1 licence issued by CASA that:

- (a) does not have any Exclusions applying to the B1 licence for one or more aircraft types; or
- (b) only has one or more of the Standard B1 Exclusions applying to the B1 licence for one or more aircraft types. However, where the employer requires one or more of the Standard B1 Exclusions to be removed for genuine operational reasons and makes arrangements for the appropriate training, the employee must do what is necessary to have the Exclusion removed

Full Category B2 Licence means a Category B2 licence issued by CASA that:

- (a) does not have any Exclusions applying to the B2 licence for one or more aircraft types; or

- (b) only has the Standard B2 Exclusion applying to the B2 licence for one or more aircraft types. However, where the employer requires the Standard B2 Exclusion to be removed for genuine operational reasons and makes arrangements for the appropriate training, the employee must do what is necessary to have the Exclusion removed

home base means any base at which an employee is domiciled for a period in excess of 180 days

MOS means the CASA Manual of Standards as amended from time to time

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 18, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes

Standard B1 Exclusions means E9, E10 and E12 as defined in CASR Part 66 Information Booklet as amended from time to time

Standard B2 Exclusion means E25 as defined in CASR Part 66 Information Booklet as amended from time to time

standard rate means the minimum weekly wage for a Tradesperson in clause 18.3

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the airline operations industry with respect to all their employees throughout Australia in the classifications

listed in Schedule A—Classification Definitions and to those employees. This award applies to the exclusion of any other modern award.

4.2 Airline operations industry means operating and/or ancillary on-airport servicing of aircraft used for the purposes of:

- (a) providing commercial passenger or freight air transport services (whether schedule or non-scheduled); and/or
- (b) private business and instructional flying in, and from a base in, Australia.

4.3 This award covers employers which provide group training services for apprentices and/or trainees engaged in the airline operations industry and/or parts of that industry ~~set out at clause 4.1 and 4.1~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause Clause~~ 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award covers any employer which supplies labour on an on-hire basis in the airline operations industry ~~set out in clause 4.1 and 4.1~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause Clause~~ 4.4 operates subject to the exclusions from coverage in this award.

4.5 The award does not cover:

- (a) an employee excluded from award coverage by the Act;
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 34—Dispute resolution.

7. Facilitative provisions

Clause 7.2 and 7.4 amended in accordance with [\[2019\] FWCFB 5145](#). Consequential amendment as a result of [PR712248](#).

7.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 7.2, 7.3 and 7.4.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

7.2 Facilitation by individual agreement

The following facilitative provisions can be utilised upon agreement between an employer and an individual employee:

Clause number	Provision
10.2(b)	Part-time employment—variation to hours of part-time employment
15.2	Make-up time
24.6	Overtime—Time off instead of payment for overtime
24.2(a)	Overtime—Rest period after overtime
26.3	Annual leave in advance
26.10	Cashing out of annual leave
31.4(a) and 31.4(b) and	Public holidays—substitution of public holidays

7.3 Facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and a majority of employees in the workplace or part of it, or the employer and an individual employee:

Clause number	Provision
14.2(f)	Ordinary hours of work—day work
15.1	Ordinary hours of work—Method of arranging ordinary hours
16.1(d)+6.1	Meal break—day work
16.2(e)+6.2	Meal break—shiftwork
17.2(b)	Shiftwork rosters—change in roster

- (b) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision in clause 7.3(a), that agreement binds all such employees.

7.4 Facilitation by majority agreement

- (a) The following facilitative provisions can be utilised upon agreement between the employer and a majority of employees in the workplace or part of it:

Clause number	Provision
14.2(c)	Ordinary hours of work—spread of hours
14.2(d)	Rostered days off—day work
14.3(e)	Rostered days off—shiftwork
15.1(c)	Introduction of 12 hour shifts
19	Payment of wages
31.4(a)	Public holidays—substitution of public holidays

- (b) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision in clause 7.4(a), that agreement binds all such employees.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

8.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

9. Full-time employees

A full-time employee is an employee who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.

10. Part-time employees

10.1 General

- (a) A part-time employee is an employee who is engaged to perform less than an average of 38 ordinary hours per week on a reasonably predictable basis.
- (b) Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees who do the same work in the classification concerned.
- (c) An employer is required to roster a part-time employee for a minimum of ~~four~~ 4 consecutive hours on any shift.
- (d) A part-time employee employed under the provisions of ~~this~~ clause_10 must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.

10.2 Part-time day workers

- (a) At the time of engagement or appointment of an employee as a day worker, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying:
 - (i) the guaranteed minimum number of ordinary hours to be worked per week; or
 - (ii) which days of the week the employee will work and the actual starting and finishing times each day.
- (b) Subject to the employer's rights in clauses 7.4 and 15.1 to change an employee's hours of work, changes in hours may only be made by agreement in writing between the employer and employee. Subject to clause 33, changes in days can be made by the employer giving one week's notice in advance of the changed hours.
- (c) All time worked in excess of the ordinary daily hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

10.3 Part-time shiftworkers

- (a) At the time of engagement or appointment of an employee as a shiftworker, the employer and the part-time employee will agree in writing the guaranteed minimum number of ordinary hours to be worked per week.
- (b) Subject to clause 10.3(a) part-time shiftworkers will be rostered in accordance with clauses 14—Ordinary hours of work and 17—Special provisions for shiftworkers.
- (c) All time worked in excess of the rostered daily hours will be overtime and paid for at the appropriate overtime rate.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

- 11.1** A casual employee is an employee engaged as such.
- 11.2** A casual employee must be paid the ordinary hourly rate prescribed for the class of work performed, plus **25%**. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the [NES](#).
- 11.3** Casual employees are entitled to a minimum payment of ~~four~~4 hours' work at the appropriate rate on each occasion they are required to attend work.
- 11.4 Right to request casual conversion**
- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
- (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph(b)~~clause 11.4(b);
- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

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- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 34—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~-clause 11.4, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clauses 10.2(a) or 10.3(a).
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~-clause 11.4.
- (o) Nothing in ~~this~~-clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this~~-clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~clause 11.4

within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.4 by 1 January 2019.

- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ clause 11.4(q).

12. Apprentices

- 12.1 In order to undertake trade training in accordance with clause 12 a person must be party to a training contract in accordance with the requirements of the apprenticeship authority or State/territory training legislation.
- 12.2 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 12.3 Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This clause~~ clause 12 operates subject to the provisions of Schedule D—School-based Apprentices.
- 12.4 Except as provided in ~~this clause~~ clause 12 or where otherwise expressly stated, all other terms and conditions of this award apply to an apprentice.
- 12.5 The notice of termination provisions of the [NES](#) apply to apprentices. The redundancy provisions of the [NES](#) do not apply to apprentices.
- 12.6 Apprentices may be engaged in trades or occupations that are provided for in clause 12—~~Apprentices~~ where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 12—~~Apprentices~~.
- 12.7 For the purposes of clause 12, apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.
- 12.8 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.
- 12.9 An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successor and endorsed by the National Skills Quality Council or its successor. Such apprenticeships include but are not limited to the following trades: Aeroskills Engineering Tradesperson (Mechanical), Aeroskills Engineering Tradesperson (Structures) and Aeroskills Engineering Tradesperson (Avionics).

- 12.10** Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- 12.11** The nominal period of the apprenticeship is ~~four~~ 4 years; however this period may be varied with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.
- 12.12** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a) the qualification specified in the training contract is successfully completed; and
 - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 12.13** No apprentice, except in an emergency, is to work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with their training contract.
- 12.14** The minimum wages applying to apprenticeships are dealt with in clause 18.5—~~Apprentice minimum rates~~ and no apprentice is to work under a system of payment by results.
- 12.15** **Payment of fees and textbooks**
- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within ~~six~~ 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within ~~three~~ 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;
 - (b) Direct payment of the fees and textbooks, within ~~six~~ 6 months from the commencement of the apprenticeship or the relevant stage of the

apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 12.15(a) above.

12.16 Travel payment for block release training

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.
- (b) Clause 12.16(a) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 12.16(a), excess reasonable travel costs:
 - (i) include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work; and
 - (ii) do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause 12.16(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

13. Classifications

- 13.1 Classification definitions are set out in Schedule A—Classification Definitions.
- 13.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

Part 3—Hours of Work

14. Ordinary hours of work

- 14.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the [NES](#).
- 14.2 **Ordinary hours of work—day work**
 - (a) The ordinary hours of work for a day worker are 38 per week and must not exceed 152 hours in 28 days.

- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.

Issue remains outstanding with further decision to be issued - see [\[2019\] FWCFB 5409](#) at [235], [\[2019\] FWCFB 6060](#) at [10] and [schedule of draft determinations](#).

- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 7.00 am and 6.00 pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned. Any changes to regular rosters or ordinary hours of work are subject to the consultative provisions in clause 33—Consultation about changes to rosters or hours of work.
- (d) The employer and a majority of affected employees may agree to work additional ordinary hours up to a total of 40 average hours per week Monday to Friday with one regular rostered day off in each ~~four~~ 4 week cycle.
- (e) Any work performed outside the agreed spread of hours must be paid for at overtime rates.
- (f) Notwithstanding the terms of clause 14.2(b) above, the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (g) Employees will be paid at the following rates for all ordinary hours worked on Saturdays and Sundays in accordance with clause 14.2(f):

Shift type	% of employee's ordinary hourly rate
Saturday	150
Sunday	200

14.3 Ordinary hours of work—shiftwork

- (a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least ~~six~~ 6 consecutive days without interruption except:
 - (i) for breakdowns;
 - (ii) for meal breaks; or
 - (iii) because of unavoidable causes beyond the control of the employer.
- (b) Subject to clause 14.3(c) the ordinary hours of shiftworkers are an average of 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Any changes to regular rosters or ordinary hours of work are subject to the consultative provisions in clause 33—Consultation about changes to rosters or hours of work.

- (c) By agreement between the employer and the majority of the employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (d) An employee must not be required to work more than one shift in each 24 hours, except at the regular change-over of shifts.
- (e) The employer and a majority of affected employees may agree to arrange shifts which require up to an average of 40 hours per week with one regular rostered day off in each ~~four~~4 week cycle.

15. Rostering arrangements

15.1 Method of arranging ordinary hours

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 14.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement under clause 15.1(a) may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 14.2 and 14.3;
 - (ii) the duration of the work cycle for day workers provided that such duration does not exceed ~~three~~3 months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than ~~four~~4 weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off; and
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off.
- (c) **Introduction of 12 hour shifts**

By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:

- (i) proper health monitoring procedures being introduced;
- (ii) suitable roster arrangements being made;

- (iii) proper supervision being provided;
- (iv) adequate breaks being provided; and
- (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.

15.2 Make-up time

- (a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.
- (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

16. Breaks

16.1 Meal break—day work

- (a) Employees on day work must receive an unpaid meal break of between 30 minutes and one hour.
- (b) An employee must not be required to work for more than ~~five-5~~ five-5 hours (or, by agreement, ~~six-6~~ six-6 hours) without a meal break.
- (c) If an employee works more than ~~five-5~~ five-5 hours without a meal break, all time worked after the start time of the regular meal break until the meal break is allowed must be paid for at overtime rates.
- (d) An employer and the majority of affected employees in an enterprise or part of an enterprise may agree to stagger meal breaks to meet the operational requirements, instead of this provision. An employer and an individual employee may also reach agreement in this regard

16.2 Meal break—shiftwork

- (a) Continuous shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.
- (b) Non-continuous shiftworkers must be allowed an unpaid meal break of between 30 minutes and one hour.
- (c) The meal break must be allowed no later than ~~five-5~~ five-5 hours (or, by agreement, ~~six-6~~ six-6 hours) after commencing an ordinary shift.
- (d) If an employee works more than ~~five-5~~ five-5 hours without a meal break, all time worked after the starting time of the regular meal break until the meal break is allowed must be paid for at overtime rates.

- (e) An employer and the majority of affected employees in an enterprise or part of an enterprise may agree to stagger meal breaks to meet the operational requirements, instead of this provision. An employer and an individual employee may also reach agreement in this regard.

16.3 Crib breaks

A continuous shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked. ~~This clause~~ 16.3 does not apply to a part-time shiftworker who works less than full-time hours on a shift.

16.4 Meal breaks—overtime

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

- (a) If an employee is required for overtime duty of more than one hour before the normal starting time or for more than one hour after the usual finishing time the employee must be given a meal break of 20 minutes paid at the appropriate overtime rate of pay.
- (b) Where an employee is required to work a further ~~four~~4 hours overtime or subsequent ~~four~~4-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such ~~four~~4 hours of overtime worked, to be paid at the appropriate overtime rate of pay.
- (c) The employee must be paid a meal allowance of \$14.70 or provided with a suitable meal for each rest break to which they are entitled under clauses 16.4(a) and 16.4(b).
- (d) These meal breaks must not to be used in the calculation of overtime hours.
- (e) If an employee who is working on recall or on a rostered day off performs ~~four~~4 or more hours of actual work, the employee must, for each ~~four~~4 hour period worked, be:
 - (i) provided with a suitable meal by the employer or paid a meal allowance of \$14.70; and
 - (ii) granted a meal break of 20 minutes paid at the appropriate overtime rate.

17. Special provisions for shiftworkers

17.1 For the purposes of this award:

- (a) **rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice;
- (b) **change of roster** means a change from one roster pattern which prescribes the total number of shifts worked over the complete cycle of the roster to another roster pattern;
- (c) **change of shift** means the transfer of an employee from a shift in the roster pattern to another shift in the same roster pattern; and

17.2 Shiftwork rosters

- (a) Shiftwork rosters must specify the starting and finishing times of ordinary working hours of the respective shifts.
- (b) Subject to clause 33—Consultation about changes to rosters or hours of work, employees must be given at least ~~seven~~7 days' notice of any change to their shiftwork rosters unless the roster is varied by agreement between the employer and the majority of employees in the area concerned or between an employer and an individual employee concerned.
- (c) Where an employee is required to change their shift, the employee must be given at least ~~two~~2 days' notice of the change. If this notice is not given, the shiftworker must be paid for the shifts worked during the ~~two~~2 day period at **200%** of the ordinary hourly rate.

17.3 Shift rates

The following rates must be paid for all shifts worked from Monday to Friday:

Shift type		% of employee's ordinary hourly rate
Early morning shift	Commencing no earlier than 4.00 am but before 7.00 am	115
Afternoon shift	Finishing after 6.00 pm and at or before midnight	115
Night shift	Finishing after midnight and at or before 8.00 am	122.5
Night shift	Commencing after midnight and before 4.00 am	122.5

17.4 Night shifts

If, during a period of engagement, a shiftworker:

- (a) works night shift only; or
- (b) remains on night shift for more than ~~four~~4 consecutive weeks; or
- (c) works on a night shift which does not rotate with another shift or with day work so that the shiftworker does not have at least one third of their working time off night shift in each roster cycle,

the shiftworker must be paid **130%** of the ordinary hourly rate for all time worked during ordinary working hours on night shifts worked Monday to Friday.

17.5 Continuous afternoon and night shifts

Shiftworkers who work on any afternoon shift or night shift which does not continue for at least ~~five~~5 consecutive afternoons or nights (including Saturdays and Sundays), must be paid at **150%** of the ordinary hourly rate for all such shifts worked.

17.6 Multiple shift allowance

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

- (a) If a shiftworker in any roster week is required to work ~~three~~3 shifts that commence at times that are greater than 30 minutes apart they must be paid an allowance of **\$4.49**.
- (b) If a shiftworker in any rostered week is required to work ~~three~~3 or more shifts, and there are greater than ~~three~~3 rostered starting times with a difference in excess of 30 minutes, they must be paid a further allowance of **\$4.74** for each such starting time in excess of ~~three~~3.

17.7 Shift penalty rates—weekends and public holidays

- (a) Shiftworkers must be paid the following penalty rates for work on weekends and public holidays:

Shift type	% of employee's ordinary hourly rate
Saturday	150
Sunday	200
Public holidays (except Christmas Day and Good Friday)	200
Christmas Day and Good Friday	250

- (b) The rates in ~~this~~ clause 17.7 are in substitution for and not cumulative upon the shift premiums prescribed in clauses 17.3, 17.4, 17.5 and 17.6.

17.8 Daylight saving

Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the employee's shift by reason of State or Territory legislation.

Part 4—Wages and Allowances

18. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

An employer must pay adult employees the following minimum ~~wages~~ rates for ordinary hours worked by the employee:

18.1 Aviation transport workers stream

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	800.40	21.06
Level 2	803.90	21.16
Level 3	818.10	21.53
Level 4	841.40	22.14
Level 5	879.40	23.14
Level 6	902.50	23.75
Level 7	908.50	23.91
Level 8	947.30	24.93

18.2 Clerical, administration and support stream

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	826.60	21.75
Level 2	862.50	22.70
Level 3	911.00	23.97
Level 4	956.70	25.18
Level 5	995.50	26.20
Level 6	1034.60	27.23
Level 7	1073.80	28.26
Level 8	1112.50	29.28

18.3 Maintenance and engineering stream

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Aircraft Worker 1	740.80	19.49
Aircraft Worker 2	762.10	20.06
Aircraft Worker 3	791.30	20.82
Aircraft Worker 4	818.50	21.54
Tradesperson	862.50	22.70
Aircraft Maintenance Engineer	941.10	24.77
Full Category B1.1 Licence Holder	1009.00	26.55
Full Category B1.2 Licence Holder	1009.00	26.55
Full Category B1.3 Licence Holder	1009.00	26.55
Full Category B1.4 Licence Holder	1009.00	26.55
Full Category B2 Licence Holder	1009.00	26.55
Full Category B1/B2 Licence Holder	1009.00	26.55
Transitional Category B1.1 Licence Holder	1009.00	26.55
Transitional Category B1.2 Licence Holder	963.10	25.34
Transitional Category B1.3 Licence Holder	1009.00	26.55
Transitional Category B1.4 Licence Holder	963.10	25.34
Transitional Category B2 Licence Holder	1009.00	26.55

18.4 Storepersons and logistics stream

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	787.40	20.72
Level 2	805.30	21.19
Level 3	826.40	21.75
Level 4	852.40	22.43
Level 5	883.60	23.25

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

18.5 Apprentice minimum rates

(a) The minimum wage for apprentices who commenced an apprenticeship before 1 January 2014 except as provided for in clause 18.5(c), are as set out in the following table.

- (i) For apprentices who commenced an AQF IV qualification outcome the percentages are of the ordinary hourly rate for an Aircraft Maintenance Engineer.
- (ii) For apprentices who commenced an AQF III qualification outcome the percentages are of the ordinary hourly rate for a Tradesperson.

Stage	Percentage of rate
1	42
2	55
3	75
4	88

(b) **Minimum ~~rates~~ wages for apprentices commencing an apprenticeship on and from 1 January 2014**

- (i) The minimum wage for an apprentice who commences an AQF IV qualification outcome apprenticeship on or after 1 January 2014 is set out in the following table (except as otherwise provided for in clause 18.5(c) Adult apprentice minimum wages for current employees):

Stage or year of apprenticeship	Has not completed year 12 (%)	Has completed year 12 (%)	Adult apprentice (% or classification)
1	50% of rate for Tradesperson classification	55% of rate for Tradesperson classification	80% of rate for Tradesperson classification
2	60% of rate for Tradesperson classification	65% of rate for Tradesperson classification	Aircraft Worker 1
3	75% of rate for Aircraft Maintenance Engineer classification	75% of rate for Aircraft Maintenance Engineer classification	Aircraft Worker 2
4	88% of rate for Aircraft Maintenance Engineer	88% of rate for Aircraft Maintenance Engineer	88% of rate for Aircraft Maintenance Engineer

Stage or year of apprenticeship	Has not completed year 12 (%)	Has completed year 12 (%)	Adult apprentice (% or classification)
	classification	classification	classification

- (ii) The minimum wage for an apprentice who commences an AQF III qualification outcome apprenticeship on or after 1 January 2014 are as set out in the following table (except as otherwise provided for in clause 18.5(c)). The percentages are of the ordinary hourly rate for a Tradesperson.

Stage or year of apprenticeship	Has not completed year 12 (%)	Has completed year 12 (%)	Adult apprentice (% or classification)
1	50	55	80%
2	60	65	Aircraft Worker 1
3	75	75	Aircraft Worker 2
4	88	88	Aircraft Worker 3

(c) **Adult apprentice minimum rateswages for current employees**

- (i) A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 18.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (ii) Clause 18.5(c) applies where the employee, immediately prior to entering into a training contract as an adult apprentice has been an employee in the enterprise for a minimum of ~~six-6~~ months full-time employment or twelve months part-time or regular and systematic casual employment.

(d) **Conditions for progression through each stage**

The minimum wages for each stage of the apprenticeship are set out in clauses 18.5(a), 18.5(b) and 18.5(c) ~~to (e)~~. The conditions for progression to each stage are set out in the following table:

Stage of apprenticeship	Progression requirements
Stage 1	No entry requirements

Stage of apprenticeship	Progression requirements
Stage 2	An apprentice enters Stage 2: <ul style="list-style-type: none"> • On attainment of 25% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or • 12 months after commencing the apprenticeship, whichever is the earlier
Stage 3	An apprentice enters Stage 2: <ul style="list-style-type: none"> • On attainment of 50% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or • 12 months after commencing Stage 2, whichever is the earlier
Stage 4	An apprentice enters Stage 2: <ul style="list-style-type: none"> • On attainment of 75% of the competencies required for the relevant AQF Certificate III or IV qualification specified in the training plan; or • 12 months after commencing Stage 3, whichever is the earlier

(e) Competency based progression

- (i) For the purpose of competency based wage progression in clause 18.5 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (A) competency has been achieved in the relevant proportion of the total units of competency specified in clause 18.5(d) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (B) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
- (ii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned

requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.

- (iii) If the employer disagrees with the assessment of the RTO referred to in clause 18.5(e)(ii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (iv) For the purposes of ~~this~~ clause 18.5(e), the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of ~~this~~ clause 18.5(e) is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (v) The apprentice will be paid the wage rate referred to in clause 18.5(e)(i) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 18.5(e)(ii) or on a date as determined under the dispute resolution process in clause 18.5(e)(iii).

18.6 Junior rates

(a) Clerical, administration and support stream

Junior employees engaged in classifications in the clerical, administration and support stream will be paid the following percentage of the appropriate wage rate in clause 18.2:

Age	% of adult minimum wage rate
16 years and under	50
17 years	55
18 years	65
19 years	75
20 years	90

(b) Maintenance and engineering stream

Junior employees engaged in classifications in the maintenance and engineering stream will be paid the following percentage of the adult Aircraft Worker 3 rate in clause 18.3:

Age	% of adult Aircraft Worker 3 rate
17 years and under	55
18 years	85
19 years	93
20 years	100

(c) Storepersons and logistics stream

Junior employees engaged in classifications in the storepersons and logistics stream will be paid the following percentage of the appropriate wage rate in clause 18.4:

Age	% of adult minimum wage rate
17 years and under	55
18 years	85
19 years	93
20 years	100

18.7 Higher duties

- (a) If an employee is required to perform a higher class of work in any day or shift the employee must be paid for the whole day or shift at the higher rate of pay.
- (b) If an employee is required to perform a lower class of work for ordinary hours in any day or shift, the employee must be paid for the whole day or shift at the employee's normal rate of pay.

18.8 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

18.9 National Training Wage

For employees undertaking a traineeship, see Schedule F—National Training Wage.

19. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 19.1 Wages must be paid weekly or fortnightly in arrears.

19.2 Wages may be paid other than by week or fortnight by agreement between the employer and the majority of employees affected.

19.3 Casual employees must be paid weekly or fortnightly in accordance with usual payment methods for full-time employees, or at the termination of each engagement.

19.4 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

- (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
- (ii) all other amounts that are due to the employee under this award and the [NES](#).

(b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 19.4(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b) Clause 19.4(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 19.4~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

20. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.
Note inserted in accordance with [2015] FWCFB 4658 at [57].

[NOTE: Regulations 3.33\(3\) and 3.46\(1\)\(g\) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.](#)

20.1 Employees will, in addition to the employee’s classification rate of pay, be paid the allowances set out in ~~this clause 20~~. Unless otherwise specified, such allowances will not be taken into account in the calculation of any other penalty rate prescribed by this award.

20.2 See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

20.3 All classifications—wage-related allowances

The following allowances apply in respect of all classifications under the award:

(a) Coffin allowance

If an employee is required to handle coffins containing human remains, the employee must be paid **\$3.19** per coffin.

(b) Disability allowance

(i) If significant disabilities occur for a period of ~~two~~2 weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:

(A) if the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours—**\$1.04** per hour; and

(B) if the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space—**\$0.57** per hour.

(ii) The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.

(c) First aid allowance

If an employee is appointed by their employer to perform first aid duty and holds a current first aid qualification from St John Ambulance or a similar body, the employee is entitled to **\$14.49** per week.

(d) Nightsoil allowance

If an employee is required to handle or dispose of nightsoil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee must be paid **\$5.52** on each shift.

(e) Foreign language allowance

If an employee is required to work in an international terminal and is required by the employer to speak a foreign language the employee will be paid as follows:

Foreign languages	Per week
	\$
One <u>1</u> language	5.69
Two <u>2</u> languages	8.54
Three <u>3</u> or more languages	11.13

20.4 All classifications—expense-related allowances

(a) Aviation Security Identification Card

Where an employee is required by law to obtain an Aviation Security Identification Card (ASIC) to access any Australian airport facilities to perform their work, the cost of the application fee and other fees required by legislation will be reimbursed by the employer. The employer is not, however required to reimburse any costs incurred prior to the person becoming an employee of the employer.

(b) Travelling time and board allowance

(i) Where an employee is required by the employer to travel for duty away from home base, the following provisions will apply:

- where an employee is required to be away overnight the employee will be provided with full board and accommodation or paid a reasonable allowance to cover the cost incurred for board and lodging;
- the employer will reimburse the employee for travel or pay the cost of travel; and
- the employer will pay expenses or reimburse the employee for reasonable actual expenses incurred while away from home base.

(ii) If employees are required to work away from their usual place of employment, with the exception of where the employee has been directed to attend training, they must be paid the following rates for all time reasonably spent by them in excess of the time they usually spend travelling to or from their home to the place of employment:

Day	Rate
Sundays and public holidays	150% of the ordinary hourly rate up to maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping berth or air travel is provided
All other days	Ordinary rate is up to a maximum of 12 out of every 24 hours or 8 out of every 24 hours where a sleeping berth or air travel is provided

(iii) If an employee is engaged in a capital city to work in the country or another State or Territory, or sent from one country centre to work in another country centre, the employee is entitled to travelling time and, for a period not exceeding ~~three~~ 3 months, to reimbursement of all reasonable expenses. If employees are required to remain away from their home overnight, reasonable expenses include the cost of board and lodging or, instead, a minimum payment of **\$124.61** per day will be paid by the employer.

(c) Change in place of employment

If an employee is required to work at a place other than their regular place of employment, the employer must pay the employee any additional fares incurred or provide the employee with transport.

(d) Private motor vehicle allowance

An employee who reaches agreement with their employer to use their own motor vehicle on the employer’s business, must be paid an allowance of **\$0.78** per kilometre.

(e) Uniform and protective clothing allowance

Where an employee is required to wear a uniform, protective clothing or equipment, the employer must reimburse the employee for the reasonable costs of obtaining the uniform, clothing or equipment unless the employer provides the employee with these items.

20.5 Aviation transport workers—wage-related allowances

(a) Money collection

If an employee collects money, the employee must be paid, for any amount handled:

Amount handled	Per week
	\$
Less than \$200	5.18
\$200 and less than \$1000	10.35
\$1000 and less than \$5000	13.89
\$5000 and over	16.13

(b) Transport workers stream—leading hand allowance

Where an employee at Level 2 is responsible for the control, supervision and training of designated staff, an allowance of **\$25.88** will be paid per week.

20.6 Aviation transport workers—expense-related allowances

(a) Laundry allowance

Where an employee is required to launder a uniform, the employee is entitled to **\$4.92** per week. The provisions of ~~this~~ clause 20.6(a) will not apply where the employer pays for the cost of laundering clothing.

20.7 Maintenance and engineering workers—wage-related allowances

(a) All-purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or

loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (i) full category aircraft type rating endorsement payment (clause 20.7(b));
- (ii) transitional category aircraft rating endorsement payment (clause 20.7(c));
- (iii) special appointments—additional payments for exercise of privilege in maintenance and engineering stream (clause 20.7(e));
- (iv) category A licence holder (clause 20.7(f));
- (v) category C licence holder (clause 20.7(g)); and
- (vi) maintenance and engineering stream—leading hand allowance (clause 20.7(h)).

(b) Full category Aircraft Type Rating Endorsement payments

- (i) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table, on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:

Classification	per week for first Aircraft Type Rating Endorsement	per week for each additional Aircraft Type Rating Endorsement
	\$	\$
Full Category B1.1 Licence Holder	172.50	43.13
Full Category B1.2 Licence Holder	129.38	43.13
Full Category B1.3 Licence Holder	172.50	43.13
Full Category B1.4 Licence Holder	129.38	43.13
Full Category B2 Licence Holder	215.63	43.13
Full Category B1/B2 Licence Holder	258.75	43.13

- (ii) Subject to clause 20.7(b)(iii), the aggregate of all Aircraft Type Rating Endorsement payments provided in ~~this subclause~~ clause 20.7(b) will not exceed **\$301.88** per week.
- (iii) For employees engaged in the classification of Full Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in ~~this subclause~~ clause 20.7(b) and any allowance payable under clause 20.7(f)(i) will not exceed **\$301.88** per week.

- (iv) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.

(c) Transitional category Aircraft Type Rating Endorsement payments

- (i) For each specific Aircraft Type Rating Endorsement held by an employee employed in a classification listed in the following table on aircraft which are operated or maintained by the employer, additional payments per week will be made in accordance with the following table. The additional payments will be paid for all purposes of the award:

Classification	per week for first Aircraft Type Rating Endorsement	per week for each additional Aircraft Type Rating Endorsement
	\$	\$
Transitional Category B1.1 Licence Holder	129.38	36.66
Transitional Category B1.2 Licence Holder	94.19	36.66
Transitional Category B1.3 Licence Holder	129.38	36.66
Transitional Category B1.4 Licence Holder	94.19	36.66
Transitional Category B2 Licence Holder	183.20	36.66

- (ii) Subject to clause 20.7(c)(iii), the aggregate of all Aircraft Type Rating Endorsement payments provided in ~~this subclause~~ clause 20.7(c) will not exceed **\$250.38** per week.
- (iii) For employees engaged in the classification of Transitional Category B2 Licence Holder, the aggregate of all Aircraft Type Rating Endorsement payments provided in ~~this subclause~~ clause 20.7(c) and any allowance payable under clause 20.7(f)(i) will not exceed **\$250.38** per week.
- (iv) Where an employee holds, and is required by his or her employer to exercise the privileges and authorities of, more than one licence, the employee will be paid in accordance with the highest classification and allowances applicable to those licences.

(d) Non reduction

Where an aircraft ceases to be operated or maintained by an employer, an employee employed in a classification listed in the tables in clause 20.7(b) or clause 20.7(c), holding a rating on that aircraft only, will continue to be paid the employee’s base rate of pay and the employee’s type payment. Such base

rate and type payment are offset against all future wage increases until overtaken by the rate for an Aircraft Maintenance Engineer with equivalent service.

(e) Special appointments—additional payments

Additional rates of pay for employees in the maintenance and engineering stream:

- (i) For each appointment, authority or approval held by an employee and which the employee is required to use, the following additional payments will be made. The additional payments will be paid for all purposes of the award:
 - (A) an employee exercising the privileges of a weight control authority under CAO 100.28—**\$61.84** per week;
 - (B) an employee exercising the privileges as an appointment signatory under CAO 145.A.30(f)—**\$21.99** per week;
 - (C) an employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27—**\$11.90** per week for each specified method of testing. The sum of such payments will not exceed **\$29.84** per week;
 - (D) an employee exercising the privileges of a welding authority under CAO 100.25—**\$29.84** per week;
 - (E) an employee exercising the privileges of a taxiing approval—**\$11.90** per week; or
 - (F) an employee in control of an engine overhaul test facility—**\$6.12** per day or part of a day.

(f) Category A Licence Holder—allowance

- (i) Subject to clause 20.7(f)(v), an employee who is a Category A Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category A licence, will be paid an additional **\$67.28** per week which will apply for all purposes of the award.
- (ii) If the employee is required by his or her employer to hold and exercise the privileges of an additional sub-category A Licence endorsement, an additional **\$51.75** per week will be paid for the second sub-category endorsement and an additional **\$43.13** per week will be paid for the third and subsequent sub-category endorsement. The allowance will be paid for all purposes of the award.
- (iii) If the total of:
 - (A) the employee's base rate of pay; plus
 - (B) the allowance in clause 20.7(f)(i),

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is less than **\$941.85** per week, the employee will be paid an additional amount such that the employee receives a total amount equal to **\$941.85** per week, inclusive of the allowance in clause 20.7(f)(i). This additional amount will be paid for all purposes of the award.

- (iv) The allowance in clause 20.7(f)(i) is taken into account for the purposes of applying the cap in:
 - (A) clause 20.7(b)(ii) for employees employed in the classification of Full Category B2 Licence Holder; and
 - (B) clause 20.7(c)(ii) for employees employed in the classification of Transitional B2 Licence Holder.
- (v) ~~This e~~Clause 20.7(f) does not apply to employees employed in the following classifications:
 - (A) Full Category B1.1, B1.2, B1.3, B1.4 and B1/B2 Licence Holder; and
 - (B) Transitional Category B1.1, B1.2, B1.3, B1.4 Licence Holder.

(g) Category C Licence Holder—allowance

- (i) An employee who is a Category C Licence Holder, and is required by his or her employer to exercise the privileges and authorities of his or her category C licence, will be paid an additional **\$46.06** per week which will apply for all purposes of the award.
- (ii) If the employee's base rate of pay (excluding the allowance in clause 20.7(g)(i)) is less than **\$1009.04** per week, the employee will be paid an additional amount such that the employee's base rate of pay is equal to **\$1009.04** per week. This additional amount will apply for all purposes of the award.

(h) Maintenance and engineering stream—leading hand allowance

An employee appointed by the employer as a leading hand will be paid an additional **\$46.06** per week for all purposes of the award.

20.8 Maintenance and engineering workers—special rates

- (a) Subject to clauses 20.8(b) and 20.8(c), special rates in clause 20.8 must be paid to an employee including an apprentice and a junior.
- (b) **Special rates not cumulative**
 - (i) Where more than one of the disabilities set out in clause 20.8 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.
 - (ii) Clause 20.8(b)(i) does not apply in relation to cold places, hot places, wet places, confined spaces, or dirty work, the rates for which are cumulative.

(c) Special rates are not subject to penalty additions

The special rates in clause 20.8 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

(d) Cold places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid **\$0.64** per hour extra. In addition, where the work continues for more than ~~two~~2 hours, the employee is entitled to 20 minutes rest after every ~~two~~2 hours' work without loss of pay.

(e) Hot places

(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	\$ per hour
Between 46 and 54 degrees Celsius	0.66
In excess of 54 degrees Celsius	0.86

(ii) In addition, where work continues for more than ~~two~~2 hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every ~~two~~2 hours work without loss of pay.

(iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

(f) Wet places

(i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid **\$0.66** per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

(ii) ~~This clause~~ This clause 20.8(f) does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(g) Confined spaces

An employee working in a confined space must be paid **\$0.66** per hour extra.

(h) Dirty work

(i) Where an employee and their supervisor agree that work is of an unusually dirty or offensive nature, the employee must be paid **\$0.86** per hour extra.

(ii) Employees engaged on such work will be entitled to shower and change during normal working time.

(i) **Fuel tanks**

Employees who are required to perform work inside fuel tanks of an aircraft must be paid **\$1.04** per hour extra.

(j) **Fibre glass**

Employees handling fibre glass materials or material of a like nature, when so employed must be paid **\$0.69** per hour extra.

20.9 Maintenance and engineering workers—expense-related allowances

(a) **All-purpose allowances**

(i) Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The tool allowance (clause 20.9(b)) is paid for all purposes under this award.

(b) **Tool allowance**

(i) A tradesperson will be paid an allowance of **\$15.29** per week for supplying and maintaining tools ordinarily required in the performance of the employee's work as a tradesperson. The allowance will be paid for all purposes of the award.

(ii) This allowance will apply to apprentices on the same percentage basis as set out in clause 18.5—~~Apprentice minimum~~.

(iii) Where it is the practice for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the employee's work, the employer may continue that practice and in that event the allowance prescribed in clause 20.9(b)(i) will not apply to such tradespersons or apprentices.

(iv) A tradesperson or apprentice will replace or pay for any tools supplied by the employer if lost through the employee's negligence.

(c) **Relief duty and engineering school**

(i) **Relief duty**

Where an employee receives less than ~~two~~2 days' notice to take up relief duty away from the employee's home base, time spent travelling will be paid for at the appropriate penalty rate. Where an employee receives ~~two~~2 or more days' notice, payment will be made as provided in clause 20.4.

(ii) **Engineering school**

(A) Where an employee is required by the employer to travel to or from engineering school, time spent travelling on rostered days off, Saturdays, Sundays or public holidays will be paid for at the appropriate penalty rate for a minimum of ~~four~~4 hours.

(B) For the purposes of this award, time spent travelling will not be included in the employee's 10 hour break between periods of duty.

(d) Permanent transfers

- (i) An employee on permanent transfer will be entitled to receive payment from the employer for all reasonable expenses incurred by the removal of themselves, their spouse or de facto partner and dependants, their furniture, possessions and personal effects from one home base to another home base as approved by the employer in advance.
- (ii) For the purposes of ~~this~~ clause 20.9(d), a base will be regarded as a home base if the employee is transferred there for a period which exceeds 180 days. A transfer to a base other than a home base expressed to be for a period less than 180 days will become a transfer to another home base if the employee is notified in writing during the course of that period that the transfer will extend for a period beyond 180 days. In such cases temporary reimbursement will cease and the provisions of clause 20.9(d)(i) will become applicable.
- (iii) When special circumstances arise, employees may be allowed additional expenses subject to agreement in writing prior to transfer.
- (iv) Clause 20.9(d) applies only when the transfer is directed by the employer.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances.

21. Accident pay

21.1 An employee classified under the Maintenance and engineering stream and the Clerical, administration and support stream, in receipt of weekly payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the conditions and limitations specified in clause 21.

21.2 Payment to be made during incapacity

The employer must pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the applicable workers' compensation legislation:

- (a) until such incapacity ceases; or
- (b) until the expiration of a period of 26 weeks from the date of injury;

whichever event will first occur.

21.3 Definitions

(a) Meaning of accident pay

Accident pay means payment made to an employee by the employer, that is the difference between the weekly amount of compensation paid to an employee under the applicable workers' compensation legislation and the

weekly amount that would have been received by virtue of this award had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

(b) Meaning of injury

Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

(c) Entitlement

- (i)** The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.
- (ii)** The entitlement to accident pay ceases on termination of the employee's employment, except where such termination:
 - (A)** is by the employer other than for reason of the employee's serious and/or wilful misconduct; or
 - (B)** arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement will be referred to the Fair Work Commission to determine.

21.4 Pro rata payments

For a period of less than one week, accident pay will be calculated on a pro rata basis.

21.5 When not entitled to payment

An employee will not be entitled to any payment under ~~this~~-clause_21 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

21.6 Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

21.7 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under ~~this~~-clause_21 and the employee will not be entitled to any further accident pay thereafter.

21.8 Calculation of the period

The 26 week period commences from the date of injury. In the event of more than one absence from one injury, such absences are to be cumulative in the assessment of the 26 week period.

21.9 Return to work

If an employee entitled to accident pay under ~~this~~ clause 21 returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

21.10 Casual employees

For a casual employee the weekly payment referred to in clause 21.3(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over-award payments.

22. Indemnity/insurance

22.1 Clause 22 applies only to employees in the maintenance and engineering stream.

22.2 An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than **\$45,000**.

22.3 Such indemnity/insurance need not be provided by the employer where the employees will receive a benefit of not less than **\$45,000** in the event of death or totally incapacitating injury by way of insurance taken out by the aircraft or charter operators or by way of an employer-sponsored superannuation scheme.

22.4 No employee will be compelled to work on an aircraft during a bomb scare or hijack incident; provided however, an employee who volunteers to work during a bomb scare or hijack incident will be indemnified/insured by the employer to cover injury, disablement or death to a minimum of **\$172,856**.

22.5 The amount payable under ~~this~~ clause 22.5 will be additional to any amount an employee or the employee's next of kin may be entitled to receive under any workers compensation legislation or similar provisions.

23. Superannuation

23.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under

superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.3(a) or 23.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or 23.3(b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or 23.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Labour Union Cooperative Retirement Fund (LUCRF);
- (c) TasPlan;
- (d) Sunsuper;
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

23.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or 23.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty rates

24. Overtime

24.1 Payment for working overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 24.1 amended in accordance with [\[2019\] FWCFB 5619](#) at [109] - [112] and [PR712352](#).

- (a) ~~Subject to the following. All~~ work done outside ordinary hours on any day or shift (except where the time is worked by arrangement between the employees themselves) must be paid at **150%** of the ordinary hourly rate for the first ~~2~~ **two** hours and **200%** of the ordinary hourly rate thereafter until the completion of the overtime work:-
 - (i) ~~For~~ for a continuous shiftworker the rate for working overtime is **200%** of the ordinary hourly rate; ~~and~~
 - (ii) ~~for shiftworkers working on Sunday, the rate for working overtime is~~ **200% of the ordinary hourly rate.**
- (b) For the purposes of ~~this~~ clause 24, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clauses 14.2, 14.3 or 15.1(a).
- (c) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:

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- (i) overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and
 - (ii) an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked which has not been taken as time off instead of payment for overtime within ~~four~~4 weeks of accrual.
- (d) In computing overtime each day's work stands alone.

24.2 Rest period after overtime

- (a) An employee who has worked overtime must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences ordinary work. An employer and an individual employee may agree to reduce this break to ~~eight~~8 hours. An employee must not lose ordinary pay for any time lost by reason of this break.
- (b) If an employee is required by the employer to resume or continue work without having a break of 10 consecutive hours, the employee must be paid at **200%** of the ordinary hourly rate until the employee is released from duty. The employee is then entitled to a break of 10 consecutive hours and must not lose pay for ordinary working time occurring during such absence.
- (c) For the purposes of ~~this~~ clause 24, overtime does not include overtime worked when an employee is recalled to work in accordance with clause 24.3 and the actual time worked on the recall is less than ~~three~~3 hours.

24.3 Recall

- (a) If an employee is recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) the employee must be paid for a minimum of ~~four~~4 hours.
- (b) Clause 24.3 does not apply if:
 - (i) it is customary for employees to return to their employer's premises to perform a specific job outside their ordinary hours; or
 - (ii) the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.
- (c) In the event of cancellation or postponement of such recall when employees report to their place of duty they will be paid for ~~four~~4 hours for each such time they are recalled even if they are not required to work.

24.4 Standing by

- (a) Clause 24.4 applies only to employees in one of the classifications in clause 18.3—~~Maintenance and engineering stream~~.
- (b) Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours,

the employee must be paid standing by time at the employee's ordinary hourly rate for the time they are standing by.

24.5 Transport of employees after overtime

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must:

- (a) provide the employee with a conveyance home; or
- (b) pay the employee at the overtime rate for the time reasonably occupied in reaching home.

24.6 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 24.6.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in ~~subparagraph (iii)-clause~~ 24.6(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 24.6 is set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 24.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 24.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 24.6(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 24.6 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.6 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ clause 24.6(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.6.

25. Sunday work

- 25.1 An employee who is required to work on a Sunday must be paid for a minimum of ~~four~~ 4 hours.
- 25.2 For day workers, all time worked on a Sunday will be paid at **200%** of the ordinary hourly rate.

Part 6—Leave and Public Holidays

26. Annual leave

26.1 Annual leave is provided for in the [NES](#).

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

26.2 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 26, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

26.3 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 26.3 is set out at Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 26.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 26.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

~~26.4—Electronic funds transfer (EFT) payment of annual leave~~

~~Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.~~

26.526.4 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the [NES](#), a **shiftworker** is a ~~seven-7~~ day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for ~~seven-7~~ days a week.

26.626.5 Annual leave loading

- (a) Each employee before going on leave must be paid:
- (i) in the case of day workers—the employee’s ordinary rate of pay for the period of annual leave plus a holiday loading of **17.5%**.
 - (ii) in the case of shiftworkers—the greater of:
 - the amount which the employee would have received had the employee worked their actual roster during the period of leave, excluding overtime and public holiday penalty payments; or
 - the employee’s ordinary time rate of pay for the ordinary hours the employee would have worked on the roster plus a loading of **17.5%**.
- (b) Annual leave loading will not be paid on termination.

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

26.726.6 An employer may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least ~~three-3~~ months’ notice will be given.

26.826.7 Excessive leave accruals: general provision

NOTE: Clauses 26.7 to 26.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 26.4).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 26.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 26.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

26.926.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 26.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 26.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 26.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 26.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 26.8(d) may result in the direction ceasing to have effect. See clause 26.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

26.1026.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 26.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 26.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 26.8(a) that, when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under ~~paragraph (a) clause~~ 26.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 26.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 26.4) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 26.9(a).

~~26.11~~26.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 26.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 26.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 26.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 26.10.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.10.

NOTE 3: An example of the type of agreement required by clause 26.10 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

27. Personal/carer’s leave and compassionate leave

27.1 Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

27.2 Evidence supporting claim

- (a) When taking leave for personal illness or injury, the employee must, if required by the employer, provide a medical certificate or statutory declaration, to establish that the employee was unable to work because of injury or personal illness.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, provide a medical certificate or statutory declaration, to establish the illness of the person concerned and that such illness requires care by the employee.

28. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

29. Community service leave

Community service leave is provided for in the [NES](#).

30. **Unpaid family and domestic violence leave**

Clause 30 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

[Unpaid family and domestic violence leave is provided for in the NES.](#)

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

31. Public holidays

Clause 31.4 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50] and [PR712248](#).

31.1 Public holidays are provided for in the [NES](#).

31.2 Payment for working on a public holiday

- (a) Day workers working on a public holiday or a substituted day must be paid at the rate of:
 - (i) on public holidays other than Christmas Day and Good Friday—**200%** of the ordinary hourly rate; or
 - (ii) on Christmas Day and Good Friday—**250%** of the ordinary hourly rate.
- (b) An employee required to work on a public holiday is entitled to at least ~~four~~ 4 hours pay at penalty rates provided the employee is available to work for ~~four~~ 4 hours.
- (c) A shiftworker who works on a public holiday is entitled to penalty rates in accordance with clause 17.7.

31.3 Public holidays which fall on a weekend

- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.
- (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.
- (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.

31.4 Substitution of certain public holidays by agreement at the enterprise

- ~~(a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.~~
- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

~~(b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.~~

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

(c) Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee.

31.5 Rostered day off falling on public holiday

(a) Except as provided for in clauses 31.5(b) and 31.5(c), and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

(i) 7.6 hours of pay at the ordinary time rate; or

(ii) 7.6 hours of extra annual leave; or

(iii) a substitute day off on an alternative week day.

(b) Where an employee has credited time accumulated pursuant to clauses 14.2(d) and 14.3(e), then such credited time should not be taken as a day off on a public holiday.

(c) If an employee is rostered to take credited time accumulated pursuant to clauses 14.2(d) and 14.3(e), as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.

(d) Clauses 31.5(b) and 31.5(c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 31.5(a) applies to such days off.

31.6 Rest period after work on a public holiday

An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.

31.7 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule J—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

32. Consultation about major workplace change

32.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

32.2 For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

32.3 Clause 32.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

32.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 32.1(b).

32.5 In clause 32 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

32.6 Where this award makes provision for alteration of any of the matters defined at clause 32.5, such alteration is taken not to have significant effect.

33. Consultation about changes to rosters or hours of work

33.1 Clause 33 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

33.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

33.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 33.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

33.4 The employer must consider any views given under clause 33.3(b).

33.5 Clause 33 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

34. Dispute resolution

34.1 Clause 34 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

34.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

34.3 If the dispute is not resolved through discussion as mentioned in clause 34.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

34.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 34.2 and 34.3, a party to the dispute may refer it to the Fair Work Commission.

- 34.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 34.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 34.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 34.
- 34.8 While procedures are being followed under clause 34 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 34.9 Clause 34.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and redundancy

35. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

35.1 Notice of termination by an employee

- (a) Clause 35.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b)-clause~~ 35.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b)~~ 35.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b)~~ 35.1(b), then no deduction can be made under ~~paragraph (d)~~ clause 35.1(d).
- (f) Any deduction made under ~~paragraph (d)~~ clause 35.1(d) must not be unreasonable in the circumstances.

35.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 35.2 is to be taken at times that are convenient to the employee after consultation with the employer.

36. Redundancy

Clause 36 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706890](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

36.1 Transfer to lower paid duties on redundancy

- (a) Clause 36.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 36.1(c).
- (c) If the employer acts as mentioned in clause 36.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee

would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

36.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 36 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

36.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 36.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 36.3(b).
- (d) An employee who fails to produce proof when required under clause 36.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 35.2.

Schedule A—Classification Definitions

A.1 Aviation transport workers stream

A.1.1 Level 1—Trainee Airlines Services Operator

- Entrance level for all new employees
- ~~Six~~ 6 months on-the-job training and induction
- Work in all areas up to and including Level 2 and 3 duties
- Employees are required to hold a current State driver's licence, and where required, DLI licence.

Minimum standards include:

- company induction
- attendance and punctuality
- defensive driving techniques
- dangerous goods awareness
- consistency and quality of work
- acceptable attitude
- work performance
- ability to work safely, adherence to safe work practices
- ~~three~~ 3 letter port codes
- operation of basic communication and computer aids; and
- acceptable reading and writing skills

An employee must meet and maintain all minimum standards prior to progressing to another level.

A.1.2 Level 2—Airlines Services Operator

- All functions associated with cleaning, preparation, packaging of catering equipment, aircraft stores and amenities kits
- General cleaning duties including aircraft and cabin presentation
- Baggage and freight function (non-aircraft AAF only)
- Operation of basic communication and computer aids

A.1.3 Level 3—Airlines Services Operator

- Hands-on activities in all areas of work including that which is both directly and indirectly associated with aircraft handling, and/or AAF PUD drivers

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- Operate equipment and vehicles including tow motors, small vans, tarmac buses, mobile steps, belts, non-tarmac fork-lift and equipment requiring similar operational skills associated with ramp, cargo, freight, catering, aircraft servicing and general transport operations
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles
- Operate basic communication and computer aids

A.1.4 Level 4—Airlines Services Operator

- Operate all inhold aircraft systems and all ground handling and commercial type airport equipment
- Ground handling equipment means all equipment associated with ramp, freight/cargo, catering, aircraft servicing and general transport operations
- Operate communication and computer aids
- Compile reports and documents
- Work without direct supervision
- Carry out basic serviceability and maintenance checks of vehicles and/or equipment, including refuelling of vehicles

A.1.5 Level 5—Airlines Services Co-ordinator

- Responsible for a group of staff in a work area
- Ensure that productivity and performance criteria are met in the designated area of responsibility, including completion of regular performance assessment reports
- Responsible for the control, supervision and training of designated staff
- Make recommendations on all aspects of the operation, identification of opportunities to improve performance and productivity
- Organise and co-ordinate work within their area of responsibility
- Carry out various administrative and reporting duties, including the operation of communication and computer aids
- Form part of the assessment panel for probationary employees
- Must demonstrate leadership, decision making and organisational skills necessary to efficiently meet performance requirements in a changing work environment

A.1.6 Level 6—Senior Airlines Services Co-ordinator

- Responsible for a number of groups of staff
- Otherwise as per Level 5

A.1.7 Level 7—Senior Airlines Services Co-ordinator

- Responsible for the loading and unloading of aircraft, which include:
 - securing all loaded items
 - checking all safety locks and/or other safety devices
 - locking aircraft cargo doors
- Sign appropriate documentation certifying that the aircraft has been loaded in accordance with above requirements

A.1.8 Level 8—Senior Airlines Services Co-ordinator

- Report to responsible manager/supervisor
- Accept significant operational responsibility and/or manpower control in excess of Level 7 employees; and/or
- Responsible for the development, implementation and co-ordination of State/Network Training Programmes

A.2 Clerical, administrative and support stream

A.2.1 The classification criteria in this schedule provide guidelines to determine the appropriate classification level of persons employed pursuant to this award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

A.2.2 The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills

required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

A.2.3 Level 1

(a) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Level 1 is not intended as the entry point for all new employees to the enterprise but is the level where new employees with no industry experience can gain competency in the basic industry skills and skills required by the employer. At this level those basic industry skills are identified under Airline Industry.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
- Identifying key functions and personnel
- Providing information from own function area
- Maintaining basic records
- Filing, collating, photocopying, etc.
- Handling or distributing mail including messenger service

(ii) IT Skills

- Operating keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

(iii) Business/financial

- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- Carrying out simple banking activities

(iv) Airline Industry

- Knowledge of company structure, products and customers
- Providing assistance after identifying passenger needs
- Maintaining security of information
- Applying lounge access policy and greeting passengers at reception
- Assisting with international arrivals and departures
- Identifying customer/passenger profiles

A.2.4 Level 2

(a) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the employer's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position
- Handling enquiries, complaints and problems and following up when appropriate
- Converting telephone customer enquiries to sales for revenue by suggesting appropriate predefined alternatives to maximise selling opportunities

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- Operating computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter
- Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment

(ii) IT Skills

- Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents
- Computer application involving use of a software package which may include one or more of the following functions:
 - creating new files and records
 - spreadsheet/worksheet
 - graphics
 - accounting/payroll file
 - following standard procedures and using existing models/fields of information

(iii) Business/financial

- Maintenance of records and/or journals including initial processing and recording relating to the following:
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.

(iv) Airline industry

- Check-in (including groups)—collecting ticket coupon, tagging baggage, issuing boarding passes, checking passports and visas, accepting and weighing bags, and collecting excess baggage charges where appropriate
- Performing appropriate cargo functions including the retrieval and checking of documentation from aircraft

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- Reporting and tracing lost and damaged baggage and baggage that arrives without a passenger
- Performing functions as directed at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures under direct guidance
- Providing information on itineraries, fares and fare rules
- Utilising airline ticketing system to quote, issue and re-issue tickets as appropriate

A.2.5 Level 3

(a) Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Providing specialised advice and information on the employer's products and services; responding to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills
- Identifying options for resolution and acting within defined parameters
- Conducting research as directed regarding customer trends

(ii) IT skills

* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based records management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

* NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

(iii) Business/financial

- Preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; posting journals to ledger
- Administering cash handling procedures
- Organising business itineraries/meetings and conferences
- Identifying and resolving discrepancies within operating guidelines
- Preparing and reconciling airline accounting documents including Agency Debit Memos, Agency Credit Memos and Ticketing Summary Report

(iv) Airline industry

- Booking and co-ordinating special cargo arrangements
- Responsible for securing the arrival, stowage and dispatch of valuable cargo
- Performing functions at customer service desk including flow forward, standby, upgrades, and implementing delay handling procedures with limited or no guidance
- Being able to construct and quote complex and/or non-automated fares and/or taxes and to issue all ticketing documentation including manual tickets as required

A.2.6 Level 4

(a) Characteristics

Employees at this level will have achieved a level of employer or industry specific knowledge sufficient for them to give advice and/or information to the employer and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a prerequisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgment at times in the performance of their duties.

They are able to train employees in Levels 1–3 by personal instruction and demonstration.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service/administration

- Implementing new/improved systems, as directed
- Maintaining professional relationships with customers
- Assisting in co-ordination of staffing resources at operational areas
- Handling sensitive enquiries with tact and discretion
- Resolving customer complaints
- Researching and collating data from various information sources
- Recognising trends in client requirements
- Determining problems and potential problems, identifying options for resolution and taking corrective action

(ii) IT skills

* Applying one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

(iii) Business/financial

- Being able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation reconciliation of accounts to balance and appropriate internal and external follow-up where necessary
- Carrying out more complex bank reconciliation
- Follow-up on outstanding debts
- Advising on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations

(iv) Airline industry

- Responsibility for weight and balance function (including production of load sheets) for single aircraft type/own airline requirements
- Initiating and organising delay handling procedures

A.2.7 Level 5

(a) Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required. Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. A detailed understanding of work practices and procedures is required as is the application of well-developed negotiation skills.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including: scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They would often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate but are not essential.

(b) Typical duties/skills

Indicative typical duties and skills at this level may include:

(i) Customer service

- Applying knowledge of employer's objectives, performance, projected areas of growth, product trends and general industry conditions
- Identifying opportunities to generate revenue from internal/external sources
- Assisting with the development and implementation of new/improved systems
- Monitoring and reporting on third party providers
- Resolving disputes and difficult situations, when required
- Implementing company policies and procedures

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- Providing recommendations on changes to current service provision and resource allocation where appropriate
- Drafting report and correspondence containing recommendations, where appropriate
- Conducting in-depth research from various sources
- Ensuring department Key Performance Indicators are met
- Co-ordinating the customer service team including co-ordinating daily staffing levels, providing feedback and input into performance planning and review
- Assisting with the development and implementation of targeted sales and marketing activities

(ii) IT skills

- Application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents
- Maintaining security of information systems
- Evaluating computer systems and programs when required to determine future technological resource requirements
- Assisting with the development of options for future strategies

(iii) Business/financial

- Providing reports for management in any or all of the following areas:
 - accounting/financial
 - staffing
 - legislative requirements
 - other company activities
- Undertaking and documenting costing procedures
- Control of tax matters
- Pursuing debt collection in accordance with credit policy

A.2.8 Level 6

- (a)** Knowledge—Complete knowledge of area of specialisation as well as general knowledge of other areas of the stream. Ability to apply knowledge to assist in developing policy, new products and future trends.
- (b)** Mental—Exercise judgment, reasoning, initiative and discretion.

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- (c) Social—Liaise with staff/customers and other airline personnel.
- (d) Physical—Keyboard skills including knowledge of appropriate software and office machines.
- (e) Responsibility—Required to demonstrate responsibility and accountability for own work.
- (f) Supervision—Generally unsupervised or requiring only minimal or passive supervision. Responsible and accountable for own work. Able to co-ordinate workflow within section and maintain work quality as part of a team.

A.2.9 Level 7

- (a) Knowledge—Full knowledge of policy and procedures relating to work area. Operational knowledge as well as knowledge of relevant computer software.
- (b) Mental—Judgment and reasoning, initiative and discretion.
- (c) Social—Able to liaise with and consult other section of the organisation and/or external organisations to resolve a problem. Base level counselling. Interaction with customers.
- (d) Physical—Keyboard and computer skills with use of computer software. Use of office machines.
- (e) Responsibility—Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and first level discipline. Responsible to ensure customer service standards, operational and cost efficiency in area of control.
- (f) Supervision—First level supervisors.

A.2.10 Level 8

- (a) Knowledge—Broad knowledge of systems, procedures and policy. Advanced supervisory skills.
- (b) Mental—Exercising of reasoning and judgment/initiative and discretion and able to problem solve.
- (c) Social—Interaction with staff/customers/external departments. Disciplining and counselling as required.
- (d) Physical—Keyboard and computer skills including use of relevant software. Use of office machines.
- (e) Responsibility—Responsible for ensuring inaccuracies do not occur and due to in-depth knowledge able to suggest improvements in the area of work. Responsible for the assignment of work and discipline as required. Assume responsibility for several groups and ensure customer service standards, operational and cost efficiency in areas of control.
- (f) Supervisory—Supervisor

A.3 Maintenance and engineering stream

Clause A.3.1 amended in accordance with [\[2019\] FWCFB 1255](#) at [41].

Where it appears in these definitions the term “or equivalent” means any training which a registered training provider (e.g. University, TAFE, a CASR 147 CASA recognised Maintenance Training Organisation) or State recognition Authority recognises as equivalent to a qualification which Manufacturing Skills Australia recognises for this level, which can include advanced standing through recognition of prior learning and/or overseas qualifications; or where competencies meet the requirements relevant to the qualification established by Manufacturing Skills Australia.

A.3.1 Aircraft Worker 1 is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, enterprise layout, work and documentary procedures, ~~occupational~~ work health and safety, equal employment opportunity, and quality control/assurance procedures.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and cleaning duties;
- exercises minimal judgement;
- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the Aircraft Worker 2 level.

A.3.2 Aircraft Worker 2 is an employee who has completed up to ~~three~~ 3 months structured training so as to enable the employee to perform within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 1 level and to the level of their skills, competence and training:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- assists an employee employed in the classifications listed in clause 18.3 (other than an Aircraft Worker or a Tradesperson) by dismantling and/or cleaning of components and/or oiling/greasing and/or paint stripping;
- understands and utilises basic statistical process control procedures; and
- follows safe work practices and can report workplace hazards.

A.3.3 Aircraft Worker 3 is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 2 level and to the level of their skills, competence and training. An employee at this level:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within their level of skills and training; and
- assists in the provision of on-the-job training.

A.3.4 Aircraft Worker 4 is an employee who has completed a Certificate II Engineering Production or Certificate II in Engineering Production Technology or equivalent so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at the Aircraft Worker 3 level and to the level of their skills, competence and training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

A.3.5 Tradesperson means an employee who holds a Trade Certificate III in Engineering or equivalent and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

A.3.6 Aircraft Maintenance Engineer (AME) means any tradesperson who holds a Certificate IV or equivalent in the Aeroskills Training Package MEA 11 or its successor and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.

A.3.7 Full Category B1 Licence Holders

- (a) **Full Category B1 Licence Holder** means an individual who:
- (i) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force; and
 - (ii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.
- (b) **Full Category B1.1 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes turbine.

- (c) **Full Category B1.2 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory aeroplanes piston.
- (d) **Full Category B1.3 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters turbine.
- (e) **Full Category B1.4 Licence Holder** means an individual who is a Full Category B1 Licence Holder endorsed with the subcategory helicopters piston.

NOTE: Full Category B1 Licence is defined in 2—Definitions.

A.3.8 Full Category B2 Licence Holder

Full Category B2 Licence Holder means an individual who:

- (a) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
- (b) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

NOTE: Full Category B2 Licence is defined in clause 2—Definitions.

A.3.9 Full Category B1/B2 Licence Holder

Full Category B1/B2 Holder means an individual who:

- (a) holds a Full Category B1 Licence issued by CASA under Part 66 of the CASRs that is in force;
- (b) holds a Full Category B2 Licence issued by CASA under Part 66 of the CASRs that is in force; and
- (c) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence and category B2 licence.

NOTE: Full Category B1 Licence and Full Category B2 Licence are defined in 2—Definitions ~~Definitions~~.

A.3.10 Transitional Category B1 Licence Holders

- (a) **Transitional Category B1.1 Licence Holder** means an individual who:
 - (i) holds a category B1 licence endorsed with the subcategory aeroplanes turbine issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

- (b) **Transitional Category B1.2 Licence Holder** means an individual who:
- (i) holds a category B1 licence endorsed with the subcategory aeroplanes piston issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.
- (c) **Transitional Category B1.3 Licence Holder** means an individual who:
- (i) holds a category B1 Licence endorsed with the subcategory helicopters turbine issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 Licence.
- (d) **Transitional Category B1.4 Licence Holder** means an individual who:
- (i) holds a category B1 Licence endorsed with the subcategory helicopters piston issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusions applying to the category B1 licence:
 - the Standard B1 Exclusions; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B1 licence.

A.3.11 Transitional Category B2 Licence Holder

- (a) Transitional Category B2 Licence Holder means an individual who:
- (i) holds a category B2 Licence issued by CASA under Part 66 of the CASRs that is in force;
 - (ii) has the following Exclusion applying to the category B2 licence:
 - the Standard B2 Exclusion; and
 - one or more other Exclusions.
 - (iii) is required by his or her employer to exercise the privileges and authorities of his or her category B2 licence.

A.4 Storepersons and logistics

A.4.1 Storeperson Level 1

Is an employee working under direct supervision with less than ~~six-6~~ months experience in the airline industry undergoing training in all supply and associated functions.

A.4.2 Storeperson Level 2

Is an employee working under limited supervision with Level 1 experience who may be required to perform any or all of the core functions. A Level 2 employee will continue training in core functions and at least ~~three-3~~ specialist functions.

A.4.3 Storeperson Level 3

Is an employee who possesses all Level 2 qualifications and is competent in at least ~~three-3~~ specialist areas.

A.4.4 Storeperson Level 4

Is an employee who possesses all Level 3 qualifications and is responsible for the efficient operation of a shift or section with significant responsibility for administration and/or supervision of staff.

Employees seeking promotion to this level must possess and retain possession of a Hazardous Goods Certificate as a compulsory specialised function. Employees will be required to train lower graded employees, including new employees during their probationary period, and monitor and modify techniques, effectiveness and efficiency and ensure compliance to Divisional/ Company policy. Employees will be responsible for the allocation of manpower to achieve optimum customer service and assist in the development and implementation or work simplification systems.

A.4.5 Storeperson Level 5

Is an employee who possesses all Level 4 qualifications and is responsible for a group (~~two-2~~ or more sections).

Employees are required to plan, direct and monitor the work and work standards of all staff within the group. Employee is responsible for staff development and on-the-job training, and must ensure compliance with Supply division policy and Company Maintenance Manuals.

Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#)

Overtime rate payable to shiftworkers has been referred to a separate Full Bench in [AM2018/15](#), in accordance with [\[2018\] FWCFB 4175](#) at [74].

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clauses 20.7(a) and 20.9(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 18—Minimum rates. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time aviation transport employees

B.2.1 Full-time and part-time aviation transport employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 1	21.06	31.59	42.12	42.12	52.65
Level 2	21.16	31.74	42.32	42.32	52.90
Level 3	21.53	32.30	43.06	43.06	53.83
Level 4	22.14	33.21	44.28	44.28	55.35

Commented [FWC1]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC2]: Relevant percentage in cl 14.2(g).

Commented [FWC3]: Base hourly rate increases by relevant percentage in cl 31.2 (a) (i) & (ii)

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 5	23.14	34.71	46.28	46.28	57.85
Level 6	23.75	35.63	47.50	47.50	59.38
Level 7	23.91	35.87	47.82	47.82	59.78
Level 8	24.93	37.40	49.86	49.86	62.33

Commented [FWC1]: (Weekly rate ÷ 38) in cl 18.1.
Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC2]: Relevant percentage in cl 14.2(g).

Commented [FWC3]: Base hourly rate increases by relevant percentage in cl 31.2 (a) (i) & (ii)

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time aviation transport shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	115%	122.5%	130%	150%
	\$	\$	\$	\$
Level 1	24.22	25.80	27.38	31.59
Level 2	24.33	25.92	27.51	31.74
Level 3	24.76	26.37	27.99	32.30
Level 4	25.46	27.12	28.78	33.21
Level 5	26.61	28.35	30.08	34.71
Level 6	27.31	29.09	30.88	35.63
Level 7	27.50	29.29	31.08	35.87
Level 8	28.67	30.54	32.41	37.40

Commented [FWC4]: (Weekly rate ÷ 38) in cl 18.1.
Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC5]: Relevant percentage in cl 17.3.

Commented [FWC6]: Relevant percentage in cl 17.4.

Commented [FWC7]: Relevant percentage in cl 17.5.

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least ~~five~~5 consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Full-time and part-time aviation transport shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	31.59	42.12	42.12	52.65
Level 2	31.74	42.32	42.32	52.90
Level 3	32.30	43.06	43.06	53.83
Level 4	33.21	44.28	44.28	55.35
Level 5	34.71	46.28	46.28	57.85
Level 6	35.63	47.50	47.50	59.38
Level 7	35.87	47.82	47.82	59.78
Level 8	37.40	49.86	49.86	62.33

Commented [FWC8]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC9]: Relevant percentage in cl 17.7.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.4 Full-time and part-time aviation transport employees including shiftworkers—overtime rates

	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Level 1	31.59	42.12	42.12	31.59	42.12	42.12
Level 2	31.74	42.32	42.32	31.74	42.32	42.32
Level 3	32.30	43.06	43.06	32.30	43.06	43.06
Level 4	33.21	44.28	44.28	33.21	44.28	44.28

Commented [FWC10]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC11]: Relevant percentage in cl 24.1(a).

Commented [FWC12]: Relevant percentage in cl 25.2.

Commented [FWC13]: Relevant percentage in cl 24.1(a).

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	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Level 5	34.71	46.28	46.28	34.71	46.28	46.28
Level 6	35.63	47.50	47.50	35.63	47.50	47.50
Level 7	35.87	47.82	47.82	35.87	47.82	47.82
Level 8	37.40	49.86	49.86	37.40	49.86	49.86

Commented [FWC10]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC11]: Relevant percentage in cl 24.1(a).

Commented [FWC12]: Relevant percentage in cl 25.2.

Commented [FWC13]: Relevant percentage in cl 24.1(a).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Full-time and part-time clerical, administration and support adult employees

B.3.1 Full-time and part-time clerical, administration and support employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 1	21.75	32.63	43.50	43.50	54.38
Level 2	22.70	34.05	45.40	45.40	56.75
Level 3	23.97	35.96	47.94	47.94	59.93
Level 4	25.18	37.77	50.36	50.36	62.95
Level 5	26.20	39.30	52.40	52.40	65.50
Level 6	27.23	40.85	54.46	54.46	68.08

Commented [FWC14]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC15]: Relevant percentage in cl 14.2(g).

Commented [FWC16]: Relevant percentage in cl 31.2(a)(i) & (ii).

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 7	28.26	42.39	56.52	56.52	70.65
Level 8	29.28	43.92	58.56	58.56	73.20

Commented [FWC14]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC15]: Relevant percentage in cl 14.2(g).

Commented [FWC16]: Relevant percentage in cl 31.2(a)(i) & (ii).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 Full-time and part-time clerical, administration and support shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate ⁴			
	115%	122.5%	130%	150%
	\$	\$	\$	\$
Level 1	25.01	26.64	28.28	32.63
Level 2	26.11	27.81	29.51	34.05
Level 3	27.57	29.36	31.16	35.96
Level 4	28.96	30.85	32.73	37.77
Level 5	30.13	32.10	34.06	39.30
Level 6	31.31	33.36	35.40	40.85
Level 7	32.50	34.62	36.74	42.39
Level 8	33.67	35.87	38.06	43.92

Commented [FWC17]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC18]: Relevant percentage in cl 17.3.

Commented [FWC19]: Relevant percentage in cl 17.4.

Commented [FWC20]: Relevant percentage in cl 17.5

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least five-5 consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.3 Full-time and part-time clerical, administration and support shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	32.63	43.50	43.50	54.38
Level 2	34.05	45.40	45.40	56.75
Level 3	35.96	47.94	47.94	59.93
Level 4	37.77	50.36	50.36	62.95
Level 5	39.30	52.40	52.40	65.50
Level 6	40.85	54.46	54.46	68.08
Level 7	42.39	56.52	56.52	70.65
Level 8	43.92	58.56	58.56	73.20

Commented [FWC21]: (Weekly rate ÷ 38) in cl 18.2.
Rates in the table do not include any applicable all-purpose allowances.
Commented [FWC22]: Relevant percentage in cl 17.7

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.4 Full-time and part-time clerical, administration and support employees including shiftworkers—overtime rates

	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Level 1	32.63	43.50	43.50	32.63	43.50	43.50
Level 2	34.05	45.40	45.40	34.05	45.40	45.40
Level 3	35.96	47.94	47.94	35.96	47.94	47.94

Commented [FWC23]: (Weekly rate ÷ 38) in cl 18.2.
Rates in the table do not include any applicable all-purpose allowances.
Commented [FWC24]: Relevant percentage in cl 24.1(a).
Commented [FWC25]: Relevant percentage in cl 25.2.
Commented [FWC26]: Relevant percentage in cl 24.1(a).

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	Day workers		Shiftworkers (except continuous shiftworkers)	Continuous shiftworkers		
	Monday to Saturday	Sunday		Monday to Sunday	Monday to Sunday	
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Level 4	37.77	50.36	50.36	37.77	50.36	50.36
Level 5	39.30	52.40	52.40	39.30	52.40	52.40
Level 6	40.85	54.46	54.46	40.85	54.46	54.46
Level 7	42.39	56.52	56.52	42.39	56.52	56.52
Level 8	43.92	58.56	58.56	43.92	58.56	58.56

Commented [FWC23]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC24]: Relevant percentage in cl 24.1(a).

Commented [FWC25]: Relevant percentage in cl 25.2.

Commented [FWC26]: Relevant percentage in cl 24.1(a).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Full-time and part-time maintenance and engineering adult employees

B.4.1 Full-time and part-time maintenance and engineering employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Aircraft worker 1	19.49	29.24	38.98	38.98	48.73
Aircraft worker 2	20.06	30.09	40.12	40.12	50.15
Aircraft worker 3	20.82	31.23	41.64	41.64	52.05
Aircraft worker 4	21.54	32.31	43.08	43.08	53.85
Tradesperson	22.70	34.05	45.40	45.40	56.75

Commented [FWC27]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC28]: Relevant percentage in cl 14.2(g).

Commented [FWC29]: Relevant percentage in cl 31.2(a)(i) & (ii).

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Aircraft Maintenance Engineer	24.77	37.16	49.54	49.54	61.93
Full Category B1.1 Licence Holder	26.55	39.83	53.10	53.10	66.38
Full Category B1.2 Licence Holder	26.55	39.83	53.10	53.10	66.38
Full Category B1.3 Licence Holder	26.55	39.83	53.10	53.10	66.38
Full Category B1.4 Licence Holder	26.55	39.83	53.10	53.10	66.38
Full Category B2 Licence Holder	26.55	39.83	53.10	53.10	66.38
Full Category B1/B2 Licence Holder	26.55	39.83	53.10	53.10	66.38
Transitional Category B1.1 Licence Holder	26.55	39.83	53.10	53.10	66.38
Transitional Category B1.2 Licence Holder	25.34	38.01	50.68	50.68	63.35
Transitional Category B1.3 Licence Holder	26.55	39.83	53.10	53.10	66.38
Transitional Category B1.4 Licence Holder	25.34	38.01	50.68	50.68	63.35
Transitional Category B2 Licence Holder	26.55	39.83	53.10	53.10	66.38

Commented [FWC27]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC28]: Relevant percentage in cl 14.2(g).

Commented [FWC29]: Relevant percentage in cl 31.2(a)(i) & (ii).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.2 Full-time and part-time maintenance and engineering shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate⁴			
	115%	122.5%	130%	150%
	\$	\$	\$	\$
Aircraft worker 1	22.41	23.88	25.34	29.24
Aircraft worker 2	23.07	24.57	26.08	30.09
Aircraft worker 3	23.94	25.50	27.07	31.23
Aircraft worker 4	24.77	26.39	28.00	32.31
Tradesperson	26.11	27.81	29.51	34.05
Aircraft Maintenance Engineer	28.49	30.34	32.20	37.16
Full Category B1.1 Licence Holder	30.53	32.52	34.52	39.83
Full Category B1.2 Licence Holder	30.53	32.52	34.52	39.83
Full Category B1.3 Licence Holder	30.53	32.52	34.52	39.83
Full Category B1.4 Licence Holder	30.53	32.52	34.52	39.83
Full Category B2 Licence Holder	30.53	32.52	34.52	39.83
Full Category B1/B2 Licence Holder	30.53	32.52	34.52	39.83
Transitional Category B1.1 Licence Holder	30.53	32.52	34.52	39.83
Transitional Category B1.2 Licence Holder	29.14	31.04	32.94	38.01
Transitional Category B1.3 Licence Holder	30.53	32.52	34.52	39.83

Commented [FWC30]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC31]: Relevant percentage in cl 17.3.

Commented [FWC32]: Relevant percentage in cl 17.4.

Commented [FWC33]: Relevant percentage in cl 17.5.

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	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate ⁴			
	115%	122.5%	130%	150%
	\$	\$	\$	\$
Transitional Category B1.4 Licence Holder	29.14	31.04	32.94	38.01
Transitional Category B2 Licence Holder	30.53	32.52	34.52	39.83

Commented [FWC30]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC31]: Relevant percentage in cl 17.3.

Commented [FWC32]: Relevant percentage in cl 17.4.

Commented [FWC33]: Relevant percentage in cl 17.5.

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least **five-5** consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.3 Full-time and part-time maintenance and engineering shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Aircraft worker 1	29.24	38.98	38.98	48.73
Aircraft worker 2	30.09	40.12	40.12	50.15
Aircraft worker 3	31.23	41.64	41.64	52.05
Aircraft worker 4	32.31	43.08	43.08	53.85
Tradesperson	34.05	45.40	45.40	56.75
Aircraft Maintenance Engineer	37.16	49.54	49.54	61.93
Full Category B1.1 Licence Holder	39.83	53.10	53.10	66.38

Commented [FWC34]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC35]: Relevant percentage in cl 17.7.

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	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Full Category B1.2 Licence Holder	39.83	53.10	53.10	66.38
Full Category B1.3 Licence Holder	39.83	53.10	53.10	66.38
Full Category B1.4 Licence Holder	39.83	53.10	53.10	66.38
Full Category B2 Licence Holder	39.83	53.10	53.10	66.38
Full Category B1/B2 Licence Holder	39.83	53.10	53.10	66.38
Transitional Category B1.1 Licence Holder	39.83	53.10	53.10	66.38
Transitional Category B1.2 Licence Holder	38.01	50.68	50.68	63.35
Transitional Category B1.3 Licence Holder	39.83	53.10	53.10	66.38
Transitional Category B1.4 Licence Holder	38.01	50.68	50.68	63.35
Transitional Category B2 Licence Holder	39.83	53.10	53.10	66.38

Commented [FWC34]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC35]: Relevant percentage in cl 17.7.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.4 Full-time and part-time maintenance and engineering employees including shiftworkers—overtime rates

	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Aircraft worker 1	29.24	38.98	38.98	29.24	38.98	38.98
Aircraft worker 2	30.09	40.12	40.12	30.09	40.12	40.12
Aircraft worker 3	31.23	41.64	41.64	31.23	41.64	41.64
Aircraft worker 4	32.31	43.08	43.08	32.31	43.08	43.08
Tradesperson	34.05	45.40	45.40	34.05	45.40	45.40
Aircraft Maintenance Engineer	37.16	49.54	49.54	37.16	49.54	49.54
Full Category B1.1 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Full Category B1.2 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Full Category B1.3 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Full Category B1.4 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Full Category B2 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Full Category B1/B2 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Transitional Category B1.1 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10

Commented [FWC36]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC37]: Relevant percentage in cl 24.1(a).

Commented [FWC38]: Relevant percentage in cl 25.2.

Commented [FWC39]: Relevant percentage in cl 24.1(a).

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	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Transitional Category B1.2 Licence Holder	38.01	50.68	50.68	38.01	50.68	50.68
Transitional Category B1.3 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10
Transitional Category B1.4 Licence Holder	38.01	50.68	50.68	38.01	50.68	50.68
Transitional Category B2 Licence Holder	39.83	53.10	53.10	39.83	53.10	53.10

Commented [FWC36]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC37]: Relevant percentage in cl 24.1(a).

Commented [FWC38]: Relevant percentage in cl 25.2.

Commented [FWC39]: Relevant percentage in cl 24.1(a).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5 Full-time and part-time storepersons and logistics adult employees

B.5.1 Full-time and part-time storepersons and logistics employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 1	20.72	31.08	41.44	41.44	51.80
Level 2	21.19	31.79	42.38	42.38	52.98

Commented [FWC40]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC41]: Relevant percentage in cl 14.2(g).

Commented [FWC42]: Relevant percentage in cl 31.2(a)(i) & (ii).

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 3	21.75	32.63	43.50	43.50	54.38
Level 4	22.43	33.65	44.86	44.86	56.08
Level 5	23.25	34.88	46.50	46.50	58.13

Commented [FWC40]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC41]: Relevant percentage in cl 14.2(g).

Commented [FWC42]: Relevant percentage in cl 31.2(a)(i) & (ii).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.2 Full-time and part-time storepersons and logistics shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	115%	122.5%	130%	150%
	\$	\$	\$	\$
Level 1	23.83	25.38	26.94	31.08
Level 2	24.37	25.96	27.55	31.79
Level 3	25.01	26.64	28.28	32.63
Level 4	25.79	27.48	29.16	33.65
Level 5	26.74	28.48	30.23	34.88

Commented [FWC43]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC44]: Relevant percentage in cl 17.3.

Commented [FWC45]: Relevant percentage in cl 17.4.

Commented [FWC46]: Relevant percentage in cl 17.5.

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least ~~five~~5 consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.3 Full-time and part-time storepersons and logistics shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	30.18	40.24	40.24	50.30
Level 2	30.86	41.14	41.14	51.43
Level 3	31.67	42.22	42.22	52.78
Level 4	32.67	43.56	43.56	54.45
Level 5	33.87	45.16	45.16	56.45

Commented [FWC47]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC48]: Relevant percentage in cl 17.7.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.4 Full-time and part-time storepersons and logistics employees including shiftworkers—overtime rates

	Day workers			Shiftworkers (except continuous shiftworkers)		Continuous shiftworkers
	Monday to Saturday		Sunday	Monday to Sunday		Monday to Sunday
	First 2 hours	After 2 hours	All hours	First 2 hours	After 2 hours	All overtime hours
	% of ordinary hourly rate¹					
	150%	200%	200%	150%	200%	200%
	\$	\$	\$	\$	\$	\$
Level 1	31.08	41.44	41.44	31.08	41.44	41.44
Level 2	31.79	42.38	42.38	31.79	42.38	42.38
Level 3	32.63	43.50	43.50	32.63	43.50	43.50
Level 4	33.65	44.86	44.86	33.65	44.86	44.86
Level 5	34.88	46.50	46.50	34.88	46.50	46.50

Commented [FWC49]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC50]: Relevant percentage in cl 24.1(a).

Commented [FWC51]: Relevant percentage in cl 25.2.

Commented [FWC52]: Relevant percentage in cl 24.1(a).

Commented [FWC53]: Relevant percentage in cl 24.1(a).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6 Casual aviation transport employees

B.6.1 Casual aviation transport employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Level 1	26.33	36.86	47.39	47.39	57.92
Level 2	26.45	37.03	47.61	47.61	58.19
Level 3	26.91	37.68	48.44	48.44	59.21
Level 4	27.68	38.75	49.82	49.82	60.89
Level 5	28.93	40.50	52.07	52.07	63.64
Level 6	29.69	41.56	53.44	53.44	65.31
Level 7	29.89	41.84	53.80	53.80	65.75
Level 8	31.16	43.63	56.09	56.09	68.56

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.2 Casual aviation transport shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Level 1	29.48	31.06	32.64	36.86
Level 2	29.62	31.21	32.80	37.03
Level 3	30.14	31.76	33.37	37.68
Level 4	31.00	32.66	34.32	38.75
Level 5	32.40	34.13	35.87	40.50

Commented [FWC54]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC55]: Relevant percentage in cl 14.2(g) + 25% casual loading in cl 11.2.

Commented [FWC56]: Relevant percentage in cl 31.2(a)(i) & (ii) + 25% casual loading in 11.2.

Commented [FWC57]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC58]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC59]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC60]: Relevant percentage in cl 17.5 + 25% casual loading in cl 11.2.

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	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate⁴			
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Level 6	33.25	35.03	36.81	41.56
Level 7	33.47	35.27	37.06	41.84
Level 8	34.90	36.77	38.64	43.63

Commented [FWC57]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC58]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC59]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC60]: Relevant percentage in cl 17.5 + 25% casual loading in cl 11.2.

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least **five-5** consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.3 Casual aviation transport shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1	36.86	47.39	47.39	57.92
Level 2	37.03	47.61	47.61	58.19
Level 3	37.68	48.44	48.44	59.21
Level 4	38.75	49.82	49.82	60.89
Level 5	40.50	52.07	52.07	63.64
Level 6	41.56	53.44	53.44	65.31
Level 7	41.84	53.80	53.80	65.75
Level 8	43.63	56.09	56.09	68.56

Commented [FWC61]: (Weekly rate ÷ 38) in cl 18.1.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC62]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.7 Casual clerical, administration and support adult employees

B.7.1 Casual clerical, administration and support employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Level 1	27.19	38.06	48.94	48.94	59.81
Level 2	28.38	39.73	51.08	51.08	62.43
Level 3	29.96	41.95	53.93	53.93	65.92
Level 4	31.48	44.07	56.66	56.66	69.25
Level 5	32.75	45.85	58.95	58.95	72.05
Level 6	34.04	47.65	61.27	61.27	74.88
Level 7	35.33	49.46	63.59	63.59	77.72
Level 8	36.60	51.24	65.88	65.88	80.52

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.7.2 Casual clerical, administration and support shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Level 1	30.45	32.08	33.71	38.06
Level 2	31.78	33.48	35.19	39.73
Level 3	33.56	35.36	37.15	41.95
Level 4	35.25	37.14	39.03	44.07
Level 5	36.68	38.65	40.61	45.85

Commented [FWC63]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC64]: Ordinary hourly rate + 25% casual loading in cl 11.2.

Commented [FWC65]: Relevant percentage in cl 14.2(g) + 25% casual loading in cl 11.2.

Commented [FWC66]: Relevant percentage in cl 31.2(a)(i) & (ii) + 25% casual loading in cl 11.2.

Commented [FWC67]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC68]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC69]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC70]: Relevant percentage cl 17.5 + 25% casual loading in cl 11.2.

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	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate⁴			
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Level 6	38.12	40.16	42.21	47.65
Level 7	39.56	41.68	43.80	49.46
Level 8	40.99	43.19	45.38	51.24

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least **five-5** consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.7.3 Casual clerical, administration and support shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1	38.06	48.94	48.94	59.81
Level 2	39.73	51.08	51.08	62.43
Level 3	41.95	53.93	53.93	65.92
Level 4	44.07	56.66	56.66	69.25
Level 5	45.85	58.95	58.95	72.05
Level 6	47.65	61.27	61.27	74.88
Level 7	49.46	63.59	63.59	77.72
Level 8	51.24	65.88	65.88	80.52

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Commented [FWC67]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC68]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC69]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC70]: Relevant percentage cl 17.5 + 25% casual loading in cl 11.2.

Commented [FWC71]: (Weekly rate ÷ 38) in cl 18.2.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC72]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

B.8 Casual maintenance and engineering adult employees

B.8.1 Casual maintenance and engineering employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Aircraft worker 1	24.36	34.11	43.85	43.85	53.60
Aircraft worker 2	25.08	35.11	45.14	45.14	55.17
Aircraft worker 3	26.03	36.44	46.85	46.85	57.26
Aircraft worker 4	26.93	37.70	48.47	48.47	59.24
Tradesperson	28.38	39.73	51.08	51.08	62.43
Aircraft Maintenance Engineer	30.96	43.35	55.73	55.73	68.12
Full Category B1.1 Licence Holder	33.19	46.46	59.74	59.74	73.01
Full Category B1.2 Licence Holder	33.19	46.46	59.74	59.74	73.01
Full Category B1.3 Licence Holder	33.19	46.46	59.74	59.74	73.01
Full Category B1.4 Licence Holder	33.19	46.46	59.74	59.74	73.01
Full Category B2 Licence Holder	33.19	46.46	59.74	59.74	73.01
Full Category B1/B2 Licence Holder	33.19	46.46	59.74	59.74	73.01

Commented [FWC73]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC74]: Ordinary hourly rate + 25% casual loading in cl 11.2.

Commented [FWC75]: Relevant percentage in cl 14.2(g) + 25% casual loading in cl 11.2.

Commented [FWC76]: Relevant percentage in cl 31.2(a)(i) & (ii) + 25% casual loading in cl 11.2.

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	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Transitional Category B1.1 Licence Holder	33.19	46.46	59.74	59.74	73.01
Transitional Category B1.2 Licence Holder	31.68	44.35	57.02	57.02	69.69
Transitional Category B1.3 Licence Holder	33.19	46.46	59.74	59.74	73.01
Transitional Category B1.4 Licence Holder	31.68	44.35	57.02	57.02	69.69
Transitional Category B2 Licence Holder	33.19	46.46	59.74	59.74	73.01

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.8.2 Casual maintenance and engineering shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate⁴			
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Aircraft worker 1	27.29	28.75	30.21	34.11
Aircraft worker 2	28.08	29.59	31.09	35.11
Aircraft worker 3	29.15	30.71	32.27	36.44
Aircraft worker 4	30.16	31.77	33.39	37.70

Commented [FWC73]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC74]: Ordinary hourly rate + 25% casual loading in cl 11.2.

Commented [FWC75]: Relevant percentage in cl 14.2(g) + 25% casual loading in cl 11.2.

Commented [FWC76]: Relevant percentage in cl 31.2(a)(i) & (ii) + 25% casual loading in cl 11.2.

Commented [FWC77]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC78]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC79]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC80]: Relevant percentage in in cl 17.5 + 25% casual loading in cl 11.2.

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	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate ⁴			
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Tradesperson	31.78	33.48	35.19	39.73
Aircraft Maintenance Engineer	34.68	36.54	38.39	43.35
Full Category B1.1 Licence Holder	37.17	39.16	41.15	46.46
Full Category B1.2 Licence Holder	37.17	39.16	41.15	46.46
Full Category B1.3 Licence Holder	37.17	39.16	41.15	46.46
Full Category B1.4 Licence Holder	37.17	39.16	41.15	46.46
Full Category B2 Licence Holder	37.17	39.16	41.15	46.46
Full Category B1/B2 Licence Holder	37.17	39.16	41.15	46.46
Transitional Category B1.1 Licence Holder	37.17	39.16	41.15	46.46
Transitional Category B1.2 Licence Holder	35.48	37.38	39.28	44.35
Transitional Category B1.3 Licence Holder	37.17	39.16	41.15	46.46
Transitional Category B1.4 Licence Holder	35.48	37.38	39.28	44.35
Transitional Category B2 Licence Holder	37.17	39.16	41.15	46.46

Commented [FWC77]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC78]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC79]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC80]: Relevant percentage in in cl 17.5 + 25% casual loading in cl 11.2.

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.8.3 Casual maintenance and engineering shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Aircraft worker 1	34.11	43.85	43.85	53.60
Aircraft worker 2	35.11	45.14	45.14	55.17
Aircraft worker 3	36.44	46.85	46.85	57.26
Aircraft worker 4	37.70	48.47	48.47	59.24
Tradesperson	39.73	51.08	51.08	62.43
Aircraft Maintenance Engineer	43.35	55.73	55.73	68.12
Full Category B1.1 Licence Holder	46.46	59.74	59.74	73.01
Full Category B1.2 Licence Holder	46.46	59.74	59.74	73.01
Full Category B1.3 Licence Holder	46.46	59.74	59.74	73.01
Full Category B1.4 Licence Holder	46.46	59.74	59.74	73.01
Full Category B2 Licence Holder	46.46	59.74	59.74	73.01
Full Category B1/B2 Licence Holder	46.46	59.74	59.74	73.01
Transitional Category B1.1 Licence Holder	46.46	59.74	59.74	73.01
Transitional Category B1.2 Licence Holder	44.35	57.02	57.02	69.69

Commented [FWC81]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC82]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

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	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Transitional Category B1.3 Licence Holder	46.46	59.74	59.74	73.01
Transitional Category B1.4 Licence Holder	44.35	57.02	57.02	69.69
Transitional Category B2 Licence Holder	46.46	59.74	59.74	73.01

Commented [FWC81]: (Weekly rate ÷ 38) in cl 18.3 + (any additional all-purpose allowance payable in cl 20.7 and/or cl 20.9 rate ÷ 38).

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC82]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.9 Casual storepersons and logistics adult employees

B.9.1 Casual storepersons and logistics employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	
				Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹				
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Level 1	25.90	36.26	46.62	46.62	56.98
Level 2	26.49	37.08	47.68	47.68	58.27
Level 3	27.19	38.06	48.94	48.94	59.81
Level 4	28.04	39.25	50.47	50.47	61.68
Level 5	29.06	40.69	52.31	52.31	63.94

Commented [FWC83]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC84]: Ordinary hourly rate + 25% casual loading in cl 11.2.

Commented [FWC85]: Relevant percentage in cl 14.2(g) + 25% casual loading in cl 11.2.

Commented [FWC86]: Relevant percentage in cl 31.2(a)(i) & (ii) + 25% casual loading in cl 11.2.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.9.2 Casual storepersons and logistics shiftworkers—shiftwork rates

	Early morning or afternoon shift	Night shift ¹	Night shift ²	Continuous afternoon or night shifts ³
	% of ordinary hourly rate⁴			
	140%	147.5%	155%	175%
	\$	\$	\$	\$
Level 1	29.01	30.56	32.12	36.26
Level 2	29.67	31.26	32.84	37.08
Level 3	30.45	32.08	33.71	38.06
Level 4	31.40	33.08	34.77	39.25
Level 5	32.55	34.29	36.04	40.69

¹ Night shift worked in accordance with clause 17.3

² Night shift worked in accordance with clause 17.4

³ **Continuous afternoon or night shift** means work on any afternoon or night shift which does not continue for at least **five-5** consecutive afternoons or nights (see clause 17.5)

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.9.3 Casual storepersons and logistics shiftworkers—penalty rates

	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Level 1	36.26	46.62	46.62	56.98
Level 2	37.08	47.68	47.68	58.27
Level 3	38.06	48.94	48.94	59.81

Commented [FWC87]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC88]: Relevant percentage in cl 17.3 + 25% casual loading in cl 11.2.

Commented [FWC89]: Relevant percentage in cl 17.4 + 25% casual loading in cl 11.2.

Commented [FWC90]: Relevant percentage in cl 17.5 + 25% casual loading in cl 11.2.

Commented [FWC91]: (Weekly rate ÷ 38) in cl 18.4.

Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC92]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

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	Saturday	Sunday	Public holiday	
			Public holidays other than Christmas Day and Good Friday	Christmas Day and Good Friday
	% of ordinary hourly rate¹			
	175%	225%	225%	275%
	\$	\$	\$	\$
Level 4	39.25	50.47	50.47	61.68
Level 5	40.69	52.31	52.31	63.94

Commented [FWC91]: (Weekly rate ÷ 38) in cl 18.4.
Rates in the table do not include any applicable all-purpose allowances.

Commented [FWC92]: Relevant percentage in cl 17.7 + 25% casual loading in cl 11.2.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

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Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

See clause 20—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances:

C.1.1 The following wage-related allowances, defined in clause 2—Definitions as the minimum weekly wage for a Tradesperson in clause 18.3 = **\$862.50**

Allowance	Clause	% of <u>standard rate</u>	\$	Payable
All classifications				
Multiple shift allowance— three 3 shifts with start times over 30 minutes apart	17.6(a)	0.52	4.49	per roster week
Multiple shift allowance—more than three 3 shifts with start times over 30 minutes apart—additional to clause 17.6(a)	17.6(b)	0.55	4.74	per each such starting time in excess of three 3
Coffin allowance	20.3(a)	0.37	3.19	per coffin
Disability allowance—excessive fumes, noise and dust etc.	20.3(b)(i)	0.12	1.04	per hour
Disability allowance—noise and dust to a limited degree	20.3(b)(i)	0.066	0.57	per hour
First aid allowance	20.3(c)	1.68	14.49	per week
Nightsoil allowance	20.3(d)	0.64	5.52	per shift
Foreign language allowance—1 language	20.3(e)	0.66	5.69	per week
Foreign language allowance— Two 2 languages	20.3(e)	0.99	8.54	per week
Foreign language allowance— Three 3 or more languages	20.3(e)	1.29	11.13	per week
Aviation transport workers stream				
Money collection allowance—Less than \$200	20.5(a)	0.60	5.18	per week
Money collection allowance—\$200 to less than \$1000	20.5(a)	1.20	10.35	per week
Money collection allowance—\$1000 to less than \$5000	20.5(a)	1.61	13.89	per week
Money collection allowance—\$5000 and over	20.5(a)	1.87	16.13	per week
Leading hand allowance	20.5(b)	3.00	25.88	per week

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Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Maintenance and engineering stream				
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B1.1 Licence Holder*	20.7(b)(i)	20.00	172.50	per week
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B1.2 Licence Holder*	20.7(b)(i)	15.00	129.38	per week
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B1.3 Licence Holder*	20.7(b)(i)	20.00	172.50	per week
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B1.4 Licence Holder*	20.7(b)(i)	15.00	129.38	per week
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B2 Licence Holder*	20.7(b)(i)	25.00	215.63	per week
Full Category Aircraft Type Rating Endorsement payment—first endorsement—Full Category B1/B2 Licence Holder*	20.7(b)(i)	30.00	258.75	per week
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B1.1 Licence Holder*	20.7(b)(i)	5.00	43.13	per week
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B1.2 Licence Holder*	20.7(b)(i)	5.00	43.13	per week
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B1.3 Licence Holder*	20.7(b)(i)	5.00	43.13	per week
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B1.4 Licence Holder*	20.7(b)(i)	5.00	43.13	per week

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Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B2 Licence Holder*	20.7(b)(i)	5.00	43.13	per week
Full Category Aircraft Type Rating Endorsement payment—each additional endorsement—Full Category B1/B2 Licence Holder*	20.7(b)(i)	5.00	43.13	per week
Aggregate of all Full Category Endorsement payments—not to exceed maximum	20.7(b)(ii)	35.00	301.88	per week
Aggregate of all Full Category Endorsement payments for B2 Licence Holder (including allowances paid under clause 20.7(f)(i))—not to exceed maximum	20.7(b)(iii)	35.00	301.88	per week
Transitional Category Aircraft Type Rating Endorsement payment—first endorsement—Transitional Category B1.1 Licence Holder*	20.7(c)(i)	15.00	129.38	per week
Transitional Category Aircraft Type Rating Endorsement payment—first endorsement—Transitional Category B1.2 Licence Holder*	20.7(c)(i)	10.92	94.19	per week
Transitional Category Aircraft Type Rating Endorsement payment—first endorsement—Transitional Category B1.3 Licence Holder*	20.7(c)(i)	15.00	129.38	per week
Transitional Category Aircraft Type Rating Endorsement payment—first endorsement—Transitional Category B1.4 Licence Holder*	20.7(c)(i)	10.92	94.19	per week
Transitional Category Aircraft Type Rating Endorsement payment—first endorsement—Transitional Category B2 Licence Holder*	20.7(c)(i)	21.24	183.20	per week
Transitional Category Aircraft Type Rating Endorsement payment—each additional endorsement—Transitional Category B1.1 Licence Holder*	20.7(c)(i)	4.25	36.66	per week

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Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Transitional Category Aircraft Type Rating Endorsement payment—each additional endorsement—Transitional Category B1.2 Licence Holder*	20.7(c)(i)	4.25	36.66	per week
Transitional Category Aircraft Type Rating Endorsement payment—each additional endorsement—Transitional Category B1.3 Licence Holder*	20.7(c)(i)	4.25	36.66	per week
Transitional Category Aircraft Type Rating Endorsement payment—each additional endorsement—Transitional Category B1.4 Licence Holder*	20.7(c)(i)	4.25	36.66	per week
Transitional Category Aircraft Type Rating Endorsement payment—each additional endorsement—Transitional Category B2 Licence Holder*	20.7(c)(i)	4.25	36.66	per week
Aggregate of all Transitional Category Endorsement payments—not to exceed maximum	20.7(c)(ii)	29.03	250.38	per week
Aggregate of all Transitional Category Endorsement payments for B2 Licence Holder (including allowances paid under clause 20.7(f)(i))—not to exceed maximum	20.7(c)(iii)	29.03	250.38	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—weight control authority under CAO 100.28*	20.7(e)(i)(A)	7.17	61.84	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—appointment signatory under CAO 104.1.3.2145.A.30(f) *	20.7(e)(i)(B)	2.55	21.99	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—non-destructive testing authorisation under CAO 100.27:*	20.7(e)(i)(C)	1.38	11.90	per week

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Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—sum of payment not to exceed maximum*	20.7(e)(i)(C)	3.46	29.84	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—welding authority under CAO 100.25*	20.7(e)(i)(D)	3.46	29.84	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—taxiing approval*	20.7(e)(i)(E)	1.38	11.90	per week
Special appointments—additional payments for exercise of privilege in maintenance and engineering stream—control of engine overhaul test facility*	20.7(e)(i)(F)	0.71	6.12	per day or part of day
Category A Licence Holder—exercise of privileges and authorities of Category A Licence*	20.7(f)(i)	7.80	67.28	per week
Category A Licence Holder—exercise of second sub-Category A Licence endorsement*	20.7(f)(ii)	6.00	51.75	per week
Category A Licence Holder—exercise of third and subsequent sub-Category A Licence endorsements*	20.7(f)(ii)	5.00	43.13	per week
Category C Licence Holder—exercise of privileges and authorities of Category C Licence Holder*	20.7(g)(i)	5.34	46.06	per week
Maintenance and engineering stream—leading hand allowance*	20.7(h)	5.34	46.06	per week
Cold places allowance	20.8(d)	0.074	0.64	per hour
Hot places allowance—between 46 and 54°C	20.8(e)	0.076	0.66	per hour
Hot places allowance—in excess of 54°C	20.8(e)	0.10	0.86	per hour
Wet places allowance	20.8(f)(i)	0.076	0.66	per hour
Confined spaces allowance	20.8(g)	0.076	0.66	per hour
Dirty work allowance	20.8(h)	0.10	0.86	per hour

Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Fuel tanks allowance	20.8(i)	0.12	1.04	per hour
Fibre glass allowance	20.8(j)	0.08	0.69	per hour

* These allowances apply for all purposes of this award

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense-related allowances:

C.2.1 The following expense-related allowances will be payable to employees in accordance with clauses 16.4, 20.4, 20.6 and 20.9:

Allowance	Clause	\$	Payable
All classifications			
Meal allowance—overtime	16.4(c)	14.70	per rest break
Meal allowance—work on rostered day off or recall	16.4(e)	14.70	per 4-hour period
Travelling time and board allowance—away from home overnight	20.4(b)(iii)	124.61	per day
Private motor vehicle allowance	20.4(d)	0.78	per km
Aviation transport workers stream			
Laundry allowance	20.6(a)	4.92	per week
Maintenance and engineering stream			
Tool allowance—trade-person ¹	20.9(b)	15.29	per week

¹ This allowance applies for all purposes of this award

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Board and lodging allowance	Domestic holiday travel and accommodation sub-group
Private motor vehicle allowance	Private motoring sub-group
Uniform and protective clothing allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training contract for each apprentice but must not exceed ~~six~~6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~4 years (unless the apprenticeship is of ~~three~~3 years duration) or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*(Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

E.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—National Training Wage

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Schedule F substituted in accordance with [\[2019\] FWCFB 6595](#), [PR712693](#).

F.1 Definitions

F.1.1 In this schedule:

adult trainee means a trainee who would qualify for the highest minimum wage in wage level A or B if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

wage level A or B see clause F.4.

Year 10 includes any year before Year 10.

F.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

- (a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and
- (b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year after the completion during that year of a year of schooling.

F.2 Coverage

F.2.1 Subject to clauses F.2.2 to F.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause F.6 or by clause F.4.4.

F.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.6.

F.2.3 This schedule does not apply to:

- (a) the apprenticeship system; or
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages that are not identified as appropriate for a traineeship.

F.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

F.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

F.3 Types of traineeship

The following types of traineeship are available:

F.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

F.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

- (a) wholly on the job; or
- (b) partly on the job and partly off the job; or

- (c) wholly off the job.

F.4 Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

F.4.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause F.6.1 is the weekly rate specified in column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	332.80	366.50	436.60
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years out of school	436.60	508.10	591.30
Plus 3 years out of school	508.10	591.30	677.00
Plus 4 years out of school	591.30	677.00	
Plus 5 or more years out of school	677.00		

NOTE: See clause F.4.3 for other minimum wage provisions that affect this clause F.4.1.

(b) Wage Level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause F.6.2 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	488.60
Plus 2 years out of school	424.80	488.60	573.10
Plus 3 years out of school	488.60	573.10	653.70
Plus 4 years out of school	573.10	653.70	
Plus 5 or more years out of school	653.70		

NOTE: See clause F.4.3 for other minimum wage provisions that affect this clause F.4.1.

(c) AQF Certificate Level IV traineeships

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in column 2 or 3 of **Table 3—Minimum weekly rate for full-time trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 3—Minimum weekly rate for full-time trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per week	per week
	\$	\$
A	703.20	730.40
B	678.40	704.40

NOTE: See clause F.4.3 for other minimum wage provisions that affect this clause F.4.1.

F.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause F.6.1 is the hourly rate specified in column 2 of **Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in column 1.

Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
	\$	\$	\$
School leaver	10.95	12.07	14.37
Plus 1 year out of school	12.07	14.37	16.73
Plus 2 years out of school	14.37	16.73	19.45
Plus 3 years out of school	16.73	19.45	22.26
Plus 4 years out of school	19.45	22.26	
Plus 5 or more years out of school	22.26		

NOTE: See clause F.4.2(e) for calculating the actual minimum wage. See also clause F.4.3 for other minimum wage provisions that affect this clause F.4.2.

(b) Wage Level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause F.6.2 is the hourly rate specified in Column 2 of **Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	16.08
Plus 2 years out of school	13.99	16.08	18.87
Plus 3 years out of school	16.08	18.87	21.52
Plus 4 years out of school	18.87	21.52	
Plus 5 or more years out of school	21.52		

NOTE: See clause F.4.2(e) for calculating the actual minimum wage. See also clause F.4.3 for other minimum wage provisions that affect this clause F.4.2.

(c) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause F.6 is the hourly rate in column 1 or 2 of **Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 Year 11 or lower per hour	Column 2 Year 12 per hour
\$	\$
10.95	12.07

NOTE: See clause F.4.2(e) for calculating the actual minimum wage. See also clause F.4.3 for other minimum wage provisions that affect this clause F.4.2.

(d) AQF Certificate Level IV traineeships

- (i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.

- (ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in column 2 or 3 of **Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in column 1:

Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
A	23.12	24.03
B	22.29	23.15

NOTE: See clause F.4.2(e) for calculating the actual minimum wage. See also clause F.4.3 for other minimum wage provisions that affect this clause F.4.2.

(e) Calculating the actual minimum wage

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses F.4.2(a) to F.4.2(c) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses F.4.2(a) to F.4.2(c) applies to each ordinary hour worked by the trainee.
- (iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses F.4.2(a) to F.4.2(c) minus 20% applies to each ordinary hour worked by the trainee.

F.4.3 Other minimum wage provisions

- (a) Clause F.4.3 applies despite anything to the contrary in clause F.4.2.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause F.4.2(b), casual loadings are to be disregarded.
- (d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

F.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause F.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

F.5 Employment conditions

- F.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer’s leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.
- F.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- F.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- F.5.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses F.4.2(e)(ii) and F.4.2(e)(iii) and not by clause F.5.3.
- F.5.5 Subject to clause F.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

F.6 Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

F.6.1 Wage level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Business Services	I, II, III

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Training package	AQF certificate level
Information and Communications Technology	I, II, III
Manufacturing	I, II, III
Metal and Engineering (Technical)	III
Training and Assessment	III
Transport and Logistics	III

F.6.2 Wage level B

Training package	AQF certificate level
Metal and Engineering (Production)	II, III
Transport and Logistics	I, II

DRAFT

Schedule G—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule H—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$ _____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Part-day Public Holidays

Schedule J amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712248](#).

- J.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- J.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
 - (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

J.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

J.3J.4 This schedule is not intended to detract from or supplement the [NES](#).